

AGREEMENT BETWEEN THE CITY OF MILWAUKEE
AND THE
MILWAUKEE BROTHERHOOD OF FIREFIGHTERS

I. RECITALS

A. The Milwaukee Brotherhood of Firefighters (Brotherhood) filed charges of discrimination in the Milwaukee Fire Department with the Equal Employment Opportunity Commission (EEOC). (EEOC Charge No. 260-97-0100.) The charges of discrimination included allegations that the selection processes for firefighters unlawfully discriminated against African Americans. Following an investigation, the EEOC determined there was reasonable cause to believe the 1993 and 1995 written examinations for firefighter, employment of firefighters and hiring of cadets discriminated against African Americans in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, *et seq.*

B. The United States Department of Justice commenced a supplemental investigation of these charges as well as the 1999 written examination for firefighter. The Department concluded its investigation regarding the City's 1993, 1995 and 1999 written examinations for firefighter.

C. The United States of America, the Brotherhood and the City of Milwaukee have negotiated a Supplemental Order in the case of *United States of America and the Milwaukee Brotherhood of Firefighters v. City of Milwaukee*, Civil Action No. 74-C-480. The Supplemental Order resolves the Brotherhood's claims as they relate to the 1993, 1995 and 1999 examinations for firefighter, employment of firefighters and hiring of cadets.

D. This Agreement resolves the Brotherhood's claim for attorney fees, costs and expenses with respect to matters covered in the Supplemental Order.

II. AGREEMENT

A. The City agrees to pay the Brotherhood and their attorneys, Hall Charne Burce & Olson, S.C. and Patrick O. Patterson, the negotiated sum of \$90,000 in full settlement of their claims for attorney fees, costs and expenses incurred by the charging parties in the matter of the *Brotherhood of Firefighters v. City of Milwaukee and the Fire and Police Commission*, for the period between December 17, 1996 and date of approval by the Common Council of the aforementioned Supplemental Order. Such sum shall be paid within fourteen days after approval of the final Supplemental Order by the Court.

B. The City of Milwaukee agrees to pay the Brotherhood and their attorneys Hall Charne Burce & Olson, S.C. and Patrick O. Patterson, the sum of \$10,000 in four semi-annual installments commencing January 30, 2002, to compensate them for routine court appearances contemplated by the Supplemental Order and for their due diligence obligations in conjunction with monitoring the entry of the provisional and final Supplemental Order and for monitoring the implementation of the Supplemental Order.

C. In the event the Brotherhood and their attorneys shall incur other unanticipated attorney fees, costs and expenses, in conjunction with the approval, implementation or enforcement of the Supplemental Order, the City of Milwaukee agrees to pay their reasonable attorney fees, costs and expenses in an amount to be agreed to between the City of Milwaukee and the attorneys for the Brotherhood. Such agreement includes, but is not limited to, payment of reasonable fees, costs and expenses incurred by the Brotherhood, with the approval of the City, in defending the lawfulness of the Supplemental Order. Such agreement does not extend to fees, costs and expenses incurred by the Brotherhood over disputes by individuals with the

United States over distributions of monetary relief under the Supplemental Order. Such agreement by the City does not encompass fees, costs or expenses incurred by the Brotherhood relating to matters outside the scope of the Supplemental Order. If the City and the attorneys for the Brotherhood cannot agree on the amount of reasonable attorney fees, costs and expenses included and encompassed within the provisions of this paragraph, the Brotherhood may apply to the Court for an order setting its reasonable attorney fees, costs and expenses.

III. PAYMENT

All payments shall be preceded by the delivery by the Brotherhood of fully executed releases in the form attached hereto. If the Court does not enter the Supplemental Order as agreed to by the parties, or the Brotherhood does not deliver the requisite releases, the City is under no obligation to make any payments under this Agreement.

Agreed to by and between the parties:

HALL CHARNE BURCE & OLSON, S.C.

CITY OF MILWAUKEE
GRANT F. LANGLEY
City Attorney

By: JAMES H. HALL, Jr.

Date

By: THOMAS E. HAYES
Special Deputy City Attorney

Date

LAW OFFICE OF
PATRICK O. PATTERSON

By: PATRICK O. PATTERSON Date

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