

## **AGREEMENT**

**THIS AGREEMENT**, made and effective as of the \_\_\_ day of \_\_\_\_\_, 2003, by the CITY OF MILWAUKEE (City), through its Commissioner of Public Works, and JOURNAL SENTINEL, INC., a limited partnership, relative to the intermittent donation of security services at the public parking structure owned by the City at 324 West Highland Avenue, Milwaukee.

**WHEREAS**, It is considered by the parties desirable and in the best interests of the safety and convenience of the public that an agreement be reached between the parties concerning the intermittent donation of security services at the public parking structure owned by the City at 324 West Highland Avenue, and

**WHEREAS**, The Common Council of the City of Milwaukee has by Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 2003, authorized and directed the Commissioner of Public Works to enter into such an agreement;

**NOW, THEREFORE**, In consideration of the mutual promises and covenants each made to each other, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed and understood by the City and JOURNAL SENTINEL, INC. as follows:

1. JOURNAL SENTINEL, INC. will contract for a uniformed licensed security officer to patrol the subject parking structure by foot Monday through Friday, except holidays, from 10:00 A.M to 6:00 P.M. This service will be offered to the City on occasions when the Journal Sentinel, Inc. wishes to provide additional security over that already provided for by the City for their employees who park at the City-owned structure at 324 West Highland Avenue. The security officer will report to a designee of JOURNAL SENTINEL, INC.
2. The JOURNAL SENTINEL, INC. would like to initiate this donated service during December 2003.
3. All costs associated with the security services will be borne solely by JOURNAL SENTINEL, INC.
4. The contract between JOURNAL SENTINEL, INC. and the security provider shall be approved by the Commissioner of Public Works.

5. The Commissioner of Public Works reserves the right to refuse the services of individuals performing work under this Agreement or to require termination of the security services, if he deems it to be in the City's best interests.
6. The City will have no liability for any damage or injury to the person, clothing, or property of individuals performing work under this Agreement. It is hereby understood and acknowledged by the parties that if any individuals performing labor under this Agreement are receiving compensation for those services, the party paying for those services will be responsible for procuring workers' compensation insurance or assuring that a contractor has workers' compensation insurance in the appropriate amounts covering said individuals.
7. JOURNAL SENTINEL, INC. agrees to indemnify, defend, and hold the City harmless for injuries, death or property damage resulting in whole or in part from the performance of the work under this Agreement to the extent that any such injuries, deaths, or property damage directly or indirectly result from a negligent act or omission of JOURNAL SENTINEL, INC. or any company or individual providing services hereunder.
8. The City shall be named as an additional insured on any general comprehensive liability policy maintained by JOURNAL SENTINEL, INC. and any third-party employer or contractor providing the described services, covering any liability that may result as a consequence of this Agreement.
9. This Agreement shall remain in force indefinitely unless Agreement shall be terminated by either party upon ten days written notice, to be mailed to the other party.
10. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains shall have any personal financial interest, direct or indirect, in this Agreement.
11. In all hiring or employment made possible by or resulting from this Agreement there shall not be any discrimination against any individual because of race, color, sexual orientation, religion, sex or national origin.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**CITY OF MILWAUKEE  
DEPARTMENT OF PUBLIC WORKS:**

\_\_\_\_\_  
MARIANO SCHIFALACQUA  
Commissioner

Dated: \_\_\_\_\_

**COUNTERSIGNED:**

\_\_\_\_\_  
W. MARTIN MORICS  
City Comptroller

Dated: \_\_\_\_\_

**JOURNAL SENTINEL, INC.**

By: \_\_\_\_\_

Dated: \_\_\_\_\_