

CITY OF MILWAUKEE

Form CA-43

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September 28, 2004

Deputy Inspector Raymond Sucik
Milwaukee Police Department
Room 705A
951 North James Lovell Street
Milwaukee, WI 53233

Re: Resolution Approving Law Enforcement Services Grant Agreement
With West Shore Pipe Line Company, Common Council File No. 040746

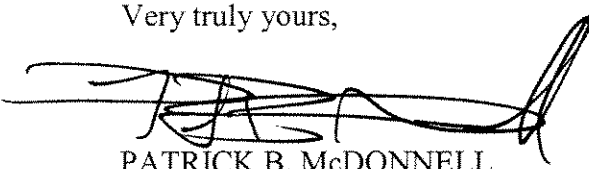
Dear Deputy Inspector Sucik:

The Public Safety Committee Clerk, Linda Elmer, contacted me regarding the above-captioned matter indicating that it tentatively had been placed on the Committee's September 30th agenda. However, she just e-mailed that the matter has been taken off the agenda. I indicated to her that you and I had recently spoken and that I was making a change in the agreement per your instructions and also a change in the resolution. I am enclosing the amended documents per your instructions. However, I note that the third "Further Resolved" in the resolution is still not complete since I do not know what the total grant amount should be specified. Please provide that information.

Finally, you will also have to supply a fiscal note in order to complete the file.

Please contact me with any further questions on this matter.

Very truly yours,


PATRICK B. McDONNELL
Deputy City Attorney

PBM:dms

Enc.

c: Linda Elmer

1032-2004-2255:85607

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040746

LAW ENFORCEMENT SPECIAL ASSIGNMENT GRANT AGREEMENT

This Agreement is entered into this ____ day of _____, 2004, by and between the City of Milwaukee, acting through its Chief of Police ("Chief") and the West Shore Pipe Line Company, a Delaware corporation ("West Shore").

Witnesseth:

Whereas, West Shore has offered the Milwaukee Police Department ("MPD") a grant for the assignment of on-premise MPD officers at West Shore's petroleum storage facility located at 11115 W. County Line Road, Milwaukee, Wisconsin ("Premises"); and

Whereas, The Chief has indicated a willingness to provide special assignment of police officers in accordance with the terms and conditions of this Grant Agreement; and

Whereas, The Common Council has approved this Agreement via Common Council Resolution File No. _____ adopted _____ and authorized the Chief to execute the Agreement on the City's behalf; and

Whereas, West Shore has approved this Agreement and authorized _____ to execute it on West Shore's behalf;

Now, Therefore, In consideration of the premises and for the other good and valuable consideration hereinafter set forth, the parties agree as follows:

1. When the United States Department of Homeland Security declares an elevated Level Orange Security Alert, MPD officers shall be provided for 27 hours daily (24 hours, plus 3 hours for overlapping shifts) for patrol and security duties on the premises of the petroleum storage facility operated by West Shore at 11115 W. County Line Road, Milwaukee, Wisconsin. West Shore's Chief Executive Officer may request provision of additional MPD officers, and such additional officers may be provided with the consent of the Chief at the rates hereinafter

specified. At all times and under all circumstances under this Agreement, MPD personnel shall remain under the sole command of MPD supervisors, and shall remain the employees of the City of Milwaukee for all purposes whatsoever. The action of the MPD personnel shall be governed by the policies and practices of the City and the MPD as exercised in the discretion of the City and Chief.

2. West Shore shall provide a location for MPD officers to secure their equipment and have access to telephones. The location shall be on the Premises and shall be approved by the Chief.

3. The term of this Agreement shall be for a period from October 1, 2004 to September 30, 2005.

4. The City shall be compensated for specially assigning MPD police officers in accordance with this Agreement at the current overtime rate for top paid police officers, currently \$38.00 per hour at the 2004 rate, to be adjusted annually to reflect pay increases. The City shall also be compensated an additional \$5.00 per hour for the use of MPD equipment. The City shall submit bills on a monthly basis to Chris McGee, Pipe Line Supervisor, West Shore Pipe Line Company, 11115 W. County Line Road, Milwaukee, Wisconsin 53224. The monthly billings shall be based upon the MPD's biweekly pay periods for police officers assigned to the West Shore Premises under this Agreement in the previous month. Payments shall be made within 10 days of billing receipt and shall be sent to: Police Administration Building, Budget & Finance Division, 749 W. State Street – Room 714, Milwaukee, WI 53233. Payments under this Agreement shall be contingent upon the presence of police officers assigned under this Agreement at West Shore as reported by West Shore.

5. Either party may terminate this Agreement without cause upon delivery of a written notice to the other party specifying that the Agreement shall be terminated no sooner than 30 days after the delivery of the notice of termination. The City shall be compensated for all special assignments provided prior to the date of termination.

6. The City may, at its option, terminate this Agreement upon failure of West Shore to pay any amounts that may become due hereunder for a period of 60 days following the submission of appropriate billing and supporting documentation. Upon said termination, the City shall be paid the amounts due for all special assignments completed through the completed date of termination.

7. If the City fails to fulfill any of its obligations under this Agreement in a timely and proper manner or violates any provisions of this Agreement, West Shore shall thereafter have the right to terminate this Agreement by written notification delivered to the Chief specifying the alleged violation and the effective date of termination. The Chief shall thereafter have 5 days to remedy the alleged violation. If the alleged violation is not remedied, to the satisfaction of West Shore, after said 5 day period, West Shore may terminate this Agreement for cause. As a complete alternative to termination, West Shore retains the right to cancel the termination notice or delay the effective date of the notice of termination beyond the initial 5 day cure period, or otherwise establishes appropriate procedures to avoid future violations. In the event of termination, West Shore will be liable for special police assignments completed through the date of termination and not for any uncompleted portion or for any materials or services purchased or paid for by the City for use in completing the requirements of this Agreement.

8. The City and West Shore shall be solely liable for all acts undertaken by their respective employees, agents and officers.

9. Nothing in this Agreement is intended to reduce or eliminate the law enforcement jurisdiction which the City, Chief and MPD would have in the absence of this Agreement.

In Witness Whereof, The parties have executed this Agreement on the day and year first above written.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

Police Chief Nannette H. Hegerty

COUNTERSIGNED:

Comptroller

WEST SHORE PIPE LINE COMPANY

PBMcD:dms
9/28/04
1032-2004-2255:83819