

AGREEMENT

THIS AGREEMENT, made and effective as of the ____ day of _____, 2002 by the CITY OF MILWAUKEE (City), through its Commissioner of Public Works, and MITCHELL INVESTMENT PROPERTIES, II, a limited partnership, relative to the donation of security services at the public parking lot owned by the City at South Ninth Street and Mitchell Street abutting the property known as the Hills Building.

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 donation of security services at the public parking lot owned by the City and South Ninth Street and Mitchell Street abutting the property known as the Hills Building; and

WHEREAS, The Common Council of the City of Milwaukee has by Resolution No. _____ dated _____ 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 Mitchell Investment Properties, II as follows:

1. Mitchell Investment Properties, II will contract for a uniformed security officer to patrol the subject parking lot in a well-marked, highly visible security vehicle. Each patrol will be approximately 15 minutes in duration and will occur a minimum of six times between 11:00 a.m. and 4:00 p.m. The security officer will report to a designee of Mitchell Investment Properties, II.
2. All costs associated with the security services will be borne solely by Mitchell Investment Properties, II.
3. All individuals performing services under this Agreement will be required to sign waivers of liability drafted by the City.
4. The contract between Mitchell Investment Properties, II 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 worker's compensation insurance in the appropriate amounts covering said individuals.
7. Mitchell Investment Properties, II 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 Mitchell Investment Properties, II, 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 Mitchell Investment Properties, II, or 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 continue in force and be in effect for a period of one year from its execution by the parties. This Agreement shall be terminated by either party upon five days written notice, to be mailed to the 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: _____

MITCHELL INVESTMENT PROPERTIES, II

By: _____

Dated: _____

LUB:bal
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