

CITY OF MILWAUKEE

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CHIEF OF POLICE  
Received JUL 0 9 2002  
Referred File

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O: D/Chief Kay  
Budget mgr. Butler

July 1, 2002

Assistant City Attorneys

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Milwaukee, WI 53202-6613

Chief Arthur L. Jones  
Milwaukee Police Department  
749 West State Street  
Milwaukee, WI 53233

W. Martin Morics, City Comptroller  
Comptroller's Office  
200 East Wells Street, Room 404  
Milwaukee, WI 53202

RE: Law Enforcement Special Assignment Grant Agreement

Dear Gentlemen:

Enclosed please find a duplicate original of the above-captioned Agreement.

Very truly yours,

PATRICK B. McDONNELL  
Special Deputy City Attorney

PBM/kg  
Enclosure  
55173

Copy to Deb Damask 11-25-02

02-1014

## LAW ENFORCEMENT SPECIAL ASSIGNMENT GRANT AGREEMENT

This Agreement is entered into this 14 day of July, 2002, by and between the City of Milwaukee, acting through its Chief of Police ("Chief") and the Bradley Center Sports and Entertainment Corporation, a public body corporate and politic created pursuant to the provisions of sec. 232.03(1), Stats., ("Bradley Center").

Witnesseth:

Whereas, The Bradley Center has offered the Milwaukee Police Department ("MPD") a grant for assignment of on-premise Milwaukee Police Department officers at Bradley Center events ; 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. 011573 adopted 4/23/02 and authorized the Chief to execute the Agreement on the City's behalf; and

Whereas, The Bradley Center has approved this Agreement and authorized the General Manager to execute it on the Bradley Center'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. Two MPD officers shall be provided for duty inside the Bradley Center facility for the selected events and on the specified dates and times mutually agreed to by the Bradley Center's Chief Executive Officer and the Chief. The Bradley Center'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 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. The Bradley Center shall provide a location for MPD officers to secure their equipment and have access to telephones. The location shall be on the Bradley Center facility premises and shall be approved by the Chief.
3. The term of this Agreement shall be for a period from October 1, 2001 to September 30, 2003.
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 \$34.41 per hour at the 2000 rate, to be

adjusted annually to reflect pay increases. Total payments to the City under this Agreement shall not exceed \$162,000 for the time period of October 1, 2001 through September 30, 2003. The City shall submit bills to the Bradley Center on a monthly basis. The monthly billings shall be based upon the MPD's biweekly pay periods for police officers assigned to Bradley Center events under this Agreement in the previous month. Bills should be sent to Mr. Stephen Costello, V.P. and General Manager, Bradley Center, 1001 N. 4<sup>th</sup> St., Milwaukee, Wisconsin 53203-1314. 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 Bradley Center as reported by the Bradley Center.

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 the Bradley Center 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, the Bradley Center 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 the Bradley Center, after said 5 day period, the Bradley Center may terminate this Agreement for cause. As a complete alternative to termination, the Bradley Center 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, the Bradley Center 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 the Bradley Center 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.

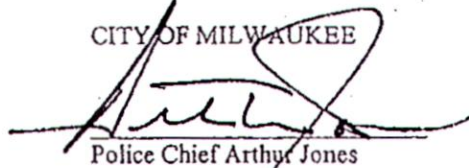
IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CITY OF MILWAUKEE



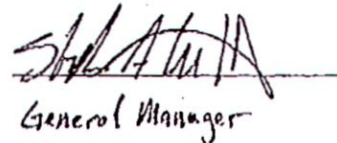
Police Chief Arthur Jones

COUNTERSIGNED:



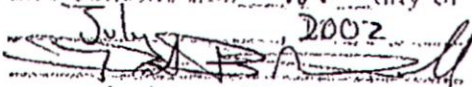
DEPUTY Comptroller

BRADLEY CENTER SPORTS AND ENTERTAINMENT CORPORATION



General Manager

PBMcD:dms  
2/20/02  
1032-2001-3447  
50914

APPROVED as to Form, Execution  
and Content this 18<sup>th</sup> day of  
July, 2002  
  
Assistant City Attorney

Sp. Deputy