



**Common Council Chambers**  
8040 S. 6<sup>TH</sup> Street  
Oak Creek, WI 53154  
(414) 766-7000

## COMMON COUNCIL MEETING AGENDA

**APRIL 1, 2024**  
**7:00 P.M.**

Daniel Bukiewicz - Mayor  
Steven Kurkowski – 1<sup>st</sup> District  
Greg Loreck – 2<sup>nd</sup> District  
James Ruetz – 3<sup>rd</sup> District  
Lisa Marshall – 4<sup>th</sup> District  
Kenneth Gehl – 5<sup>th</sup> District  
Chris Guzikowski – 6<sup>th</sup> District

### The City's Vision

*Oak Creek: A dynamic regional leader driving the future of the south shore.*

1. Call Meeting to Order / Roll Call.
2. Pledge of Allegiance.
3. Approval of Minutes: 3/19/24.

### Recognition

4. **Mayoral Proclamation:** Arbor Day, April 26, 2024.

### New Business

5. **Resolution:** Consider Resolution No. 12479-040124, authorizing the Termination of Tax Incremental District (TID) No. 6 of the City of Oak Creek (by Committee of the Whole).

### FIRE

6. **Resolution:** Consider Resolution No. 12478-040124, approving the Intergovernmental Agreement between the City of Milwaukee and the City of Oak Creek for Fire Department Law Enforcement Supportive Services for the 2024 Republican National Convention (by Committee of the Whole).

### POLICE

7. **Resolution:** Consider Resolution No. 12480-040124, approving the Intergovernmental Agreement between the City of Milwaukee and the City of Oak Creek for Police Department Law Enforcement Supportive Services for the 2024 Republican National Convention (by Committee of the Whole).

### LICENSE COMMITTEE

8. **Motion:** Consider a motion to approve the various license requests as listed on the 4/1/24 License Committee Report (by Committee of the Whole).

Visit our website at [www.oakcreekwi.org](http://www.oakcreekwi.org) for the agenda and accompanying common council reports.  
This meeting will be live streamed on the City of Oak Creek YouTube page via <http://ocwi.org/livestream>.

## **VENDOR SUMMARY**

9. **Motion:** Consider a *motion* to approve the March 27, 2024 Vendor Summary Report in the amount of \$561,815.51. (by Committee of the Whole).

## **MISCELLANEOUS**

10. **Motion:** Consider a *motion* to convene into closed session pursuant to Wisconsin State Statutes Section 19.85, to discuss the following:
- (a) Section 19.85(1)(c) to review and evaluate the job performance and salary of the City Administrator.
11. **Motion:** Consider a *motion* to reconvene into open session.
12. **Motion:** Consider a *motion* to take action, if required.

## ***Adjournment.***

### **Public Notice**

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 414-766-7000, by fax at 414-766-7976, or by mail at 8040 S. 6<sup>th</sup> Street, Oak Creek, Wisconsin 53154.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

**MAYORAL PROCLAMATION**

**ARBOR DAY 2024**

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Daniel J. Bukiewicz, Mayor of the City of Oak Creek, do hereby proclaim April 26<sup>th</sup> as Arbor Day in the City of Oak Creek, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 1<sup>st</sup> day of April, 2024.

\_\_\_\_\_  
Daniel J. Bukiewicz  
Mayor, City of Oak Creek

ATTEST:

\_\_\_\_\_  
Catherine A. Roeske  
City Clerk



## COMMON COUNCIL REPORT

**Item:** Resolution No. 12479-040124, A Resolution Authorizing the Termination of Tax Incremental District (TID) No. 6 of the City of Oak Creek.

**Recommendation:** The Personnel and Finance Committee recommends the Common Council adopts Resolution No. 12479-040124, A Resolution Authorizing the Termination of Tax Incremental District (TID) No. 6 of the City of Oak Creek.

**Fiscal Impact:** The City will disburse TID No. 6’s remaining cash balance to the City’s General Fund as well as all other taxing jurisdictions (approximately \$325,000) upon termination and completion of the final audit. The City would retain approximately 26.4% (\$85,860) and then make payments to all other taxing jurisdictions for the remaining 73.6% (\$239,140).

Further, the City is able to increase its levy by 0.195% (approximately \$48,000) for the 2025 Budget upon termination of TID No. 6.

- Critical Success Factor(s):**
- Active, Vibrant, and Engaged Community
  - Financial Stability and Resiliency
  - Thoughtful Growth and Prosperous Local Economy
  - Clean, Safe, and Welcoming
  - Inspired, Aligned, and Proactive City Organization
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

**Background:** The City created TID No. 6 in 2000, fulfilled all obligations in the TID No. 6 Project Plan, and has no outstanding financial liabilities. TID No. 6 had an original termination date of October 17, 2023, however, the Common Council adopted Resolution No. 12436-100323 to extend the life of TID No. 6 to April 14, 2024 to capture one year of tax increment (\$342,989.52) for affordable housing purposes.

Resolution No. 12479-040124 terminates TID No. 6, returns the property within the TID boundaries to the 2024 tax roll for general purposes, and authorizes the disbursement of TID No. 6’s remaining cash balance to the participating taxing jurisdictions upon completion of the final audit. The final audit is required to be completed within one year of TID No. 6’s termination (i.e., April 1, 2025).

At their March 13th meeting, the Personnel and Finance Committee recommended the Common Council adopt a resolution to terminate TID No. 6 of the City of Oak Creek.

More information about TID No. 6’s history, location, and performance can be found in the attached "TID No. 6 Overview" document. Additionally, TID No. 6’s latest cashflow analysis spreadsheet is included as well.

**Options/Alternatives:** None. The Common Council is required to terminate TID No. 6 by April 14, 2024.

---

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared and Fiscal Review:



Maxwell Gagin, MPA  
Deputy City Administrator / Finance Officer

---

Attachments:

- Resolution No. 12479-040124
- TID No. 6 Overview
- TID No. 6 Cashflow Analysis

Resolution No. 12479-040124

RESOLUTION AUTHORIZING THE TERMINATION OF  
TAX INCREMENTAL DISTRICT NO. 6 OF THE  
CITY OF OAK CREEK

WHEREAS, on October 17, 2000, the Common Council of the City of Oak Creek, Milwaukee County, Wisconsin (the "Common Council") created its Tax Incremental District No. 6 ("TID No. 6"), located on several parcels of land between 13<sup>th</sup> Street and I-94 between Ryan Road and Oakwood Road, and approved the Project Plan; and

WHEREAS, on April 4, 2011, the Common Council adopted Resolution No. 11107-040411, approving Amendment No. 1 to the TID No. 6 Project Plan; and

WHEREAS, on May 16, 2017, the Common Council adopted Resolution No. 11813-051617, approving Amendment No. 2 to the TID No. 6 Project Plan; and

WHEREAS, on October 3, 2023, the Common Council adopted Resolution No. 12436-100323, approving an affordable housing extension for TID No. 6; and

WHEREAS, the City has received aggregate tax increments with respect to TID No. 6 in an amount sufficient to pay the aggregate of all project costs incurred or to be incurred by the City under the Project Plan for TID No. 6; and

WHEREAS, all TID No. 6 projects were completed in the prescribed allowed time; and

WHEREAS, the City of Oak Creek successfully completed implementation of the Project Plan and sufficient increment was collected in 2023 from the 2022 tax roll to pay off its aggregate costs to cover TID 6 project costs.

NOW THEREFORE, BE IT RESOLVED, that the Common Council of the City of Oak Creek terminates TID No. 6; and

BE IT FURTHER RESOLVED, that the City Clerk shall notify the Wisconsin Department of Revenue ("DOR") within 60 days of this resolution or prior to the deadline of April 15, 2024, whichever comes first, that the TID has been terminated; and

BE IT FURTHER RESOLVED, that the City Clerk shall sign the required DOR Final Accounting Submission Date form (PE-223) agreeing on a date by which the City of Oak Creek shall submit final accounting information to DOR; and

BE IT FURTHER RESOLVED, that the City Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares as determined in the final audit by the City's auditor.

BE IT FURTHER RESOLVED, that the City of Oak Creek shall accept all remaining debts for TID No. 6 as determined in the final audit by the City's auditor.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Common Council President Kenneth Gehl

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor Daniel J. Bukiewicz

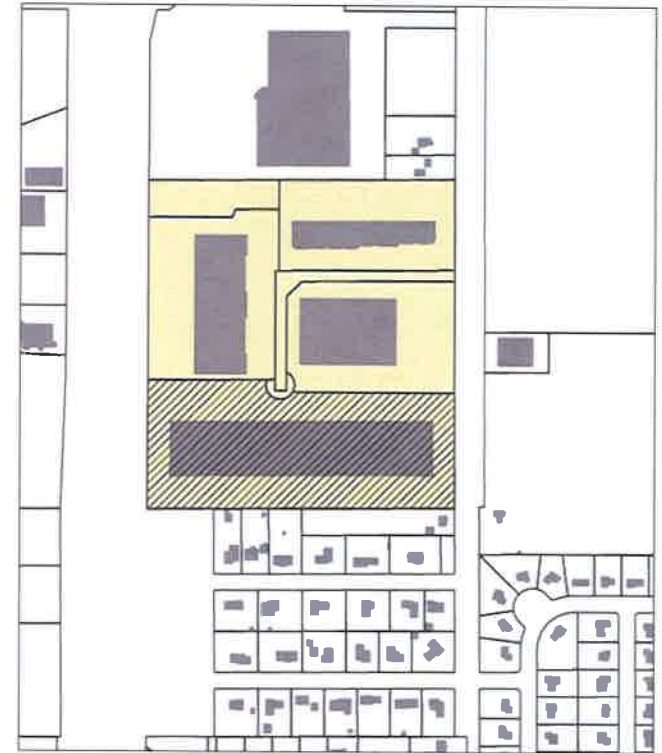
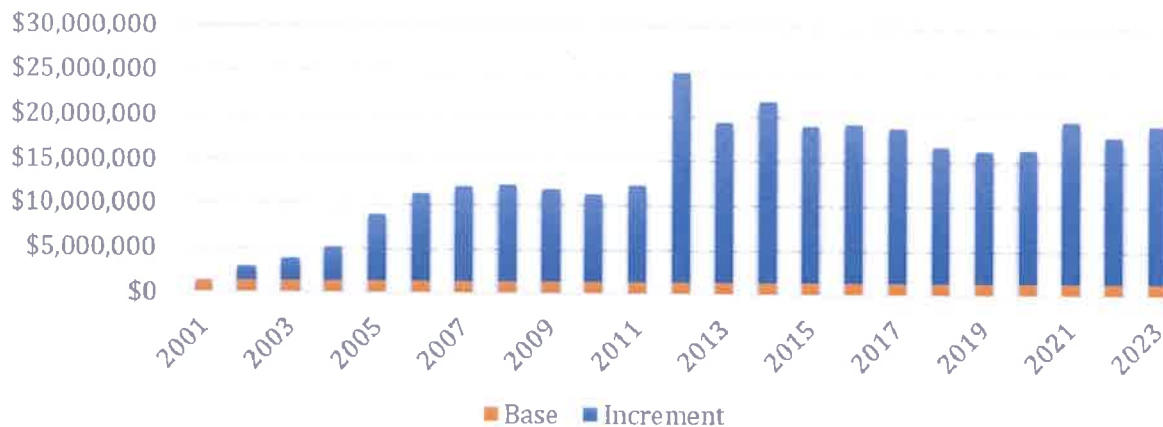
ATTEST:

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_

# TID No. 6 – Creekside Corporate Park

- Creation Date = 10/17/2000
- Termination Date = 10/17/2023
- Type = Industrial
- Remaining acres = 11.3
- Increment (1/1/2023) = \$17,886,000
- Fund Balance (12/31/2023) = \$356,109
- G.O. Debt (12/31/2023) = \$0
- Active FDAs = None





**CITY OF OAK CREEK**  
**TAX INCREMENTAL DISTRICT NO. 6 - CREEKSIDE CORPORATE PARK**  
**HISTORICAL SUMMARY OF SOURCE, USE, AND STATUS OF FUNDS**  
from Date of Creation

	Actual 2022	Actual 2023	Projected 2024
<b>SOURCES</b>			
Tax Increments	\$ 394,348	\$ 322,378	\$ 342,989
Omitted Taxes	34	-	-
Computer Exemption Increment	1,061	1,061	-
Personal Property Exemption Increment	1,154	1,154	-
Interest	3,138	16,649	-
<b>TOTAL SOURCES</b>	<b>\$ 399,735</b>	<b>\$ 341,241</b>	<b>\$ 342,989</b>
<b>USES</b>			
Capital Expenditures (incl. PAYGO Incentives)	\$ -	\$ -	\$ -
Administrative Costs	26,380	26,523	32,500
Excess Increment Donation to TID 13	340,000	-	-
Transfer to Affordable Housing Fund	-	-	342,989
Transfer to Taxing Jurisdictions	-	-	323,609
<b>TOTAL USES</b>	<b>\$ 366,380</b>	<b>\$ 26,523</b>	<b>\$ 699,098</b>
Net Change in Fund Balance - December 31	<b>\$ 33,355</b>	<b>\$ 314,718</b>	<b>\$ (356,109)</b>
<b>FUND BALANCE - DECEMBER 31</b>	<b>\$ 41,391</b>	<b>\$ 356,109</b>	<b>\$ -</b>
LONG-TERM DEBT OUTSTANDING - DECEMBER 31	\$ -	\$ -	\$ -
<b>TID BREAK-EVEN?</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
Expenditure Period Expiration Date	10/15/2018		
Termination Date	4/14/2023		

## COMMON COUNCIL REPORT

**Item:** 2024 Republican National Convention (RNC) Intergovernmental Agreement (IGA).

**Recommendation:** That the Common Council adopt Resolution No. 12478-040124, approving the intergovernmental agreement for fire and other protection services for the 2024 RNC in Milwaukee, Wisconsin.

**Fiscal Impact:** This intergovernmental agreement provides the framework for the request of compensation for costs associated with providing support to the Milwaukee Fire Department during authorized RNC events.

**Critical Success Factor(s):**

- Active, Vibrant, and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe, and Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

---

**Background:** The 2024 RNC will require a significant number of fire service resources to meet the objectives of the convention security plan. These objectives generally include the deployment of fire personnel to standby during official convention events in the Milwaukee metropolitan area. As the lead fire agency for this event, the Milwaukee Fire Department is requesting personnel and resource assistance from other Milwaukee County fire departments.

This intergovernmental agreement provides the structure for the identification, selection, and training of Oak Creek Fire Department personnel who may be deployed as resources during the convention. Additionally, this agreement provides the City of Oak Creek with the ability to request reimbursement for personnel costs associated with our participation in official convention events. At this time, the fire department anticipates that our resource allocation to official events outside of the City of Oak Creek will be limited.

**Options/Alternatives:** NA

---

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Michael A. Kressuk, Jr  
Fire Chief

Fiscal Review:



Maxwell Gaggin, MPA  
Deputy City Administrator / Finance Officer

---

Attachments:

2024 RNC IGA

Resolution 12478-040124

RESOLUTION NO. 12478-040124

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF MILWAUKEE AND THE CITY OF OAK CREEK  
FOR FIRE DEPARTMENT LAW ENFORCEMENT SUPPORTIVE SERVICES  
FOR THE 2024 REPUBLICAN NATIONAL CONVENTION

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Intergovernmental Agreement between the City of Milwaukee and the City of Oak Creek for Fire Department Law Enforcement Supportive Services for the 2024 Republican National Convention (the "Agreement") is hereby approved.

BE IT FURTHER RESOLVED that the Fire Chief is authorized to execute the Agreement and necessary accompanying documents to effectuate the terms of the Agreement.

BE IT FURTHER RESOLVED that technical corrections or amendments to the Agreement that do not substantively change the terms and that are approved by the Fire Chief and City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1<sup>st</sup> day of April, 2024.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Common Council President Kenneth Gehl

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Mayor Daniel J. Bukiewicz

ATTEST:

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_

DRAFT

**CONTRACT NUMBER:** See Exhibit A  
**CONTRACTOR:** See Exhibit A  
**COMMON COUNCIL RESOLUTION:** 231078

**Distribution via DocuSign in this order:**

- Contractor signatories – Signature/final copy
- Chief (Fire) – Signature/final copy
- Aaron Robinette – Initials/final copy
- Claudia Orugbani – Initials/final copy
- “Comptroller Senior Management” (see DocuSign address book) – Signature/final copy
- City Attorney (ACA Foundos) – Signature/final copy
- Andrea Fowler – final copy (no signature)

**Intergovernmental Agreement for Law Enforcement Supportive Services for the  
2024 Republican National Convention**

**I. Definitions.** The following definitions apply to this Agreement.

1. **Agreement** means this Intergovernmental Contractor Agreement for Law Enforcement Supportive Services for the 2024 Republican National Convention.
2. **Assisting Personnel** means those personnel provided by Contractor to assist Milwaukee pursuant to this Agreement.
3. **Convention** means the 2024 Republican National Convention to be held in the City presently scheduled for July 15-18, 2024.
4. **In Writing** means a written communication via the official Milwaukee email account (@milwaukee.gov) of the MFD Chief, Assistant Chief(s), Deputy Chief(s), or Battalion Chief(s).
5. **MFD** means the City of Milwaukee Fire Department.
6. **Milwaukee** means the City of Milwaukee, Wisconsin.
7. **Parties** means Milwaukee and Contractor; **Party** means Milwaukee or Contractor.
8. **Security Plan** means the security plan developed for the Convention by the U.S. Secret Service, in consultation with MFD, the Milwaukee Police Department and other local, state and federal agencies.
9. **Security Grant** means the grant provided to Milwaukee by the U.S. Department of Justice and/or the U.S. Department of Homeland Security to provide security for the Convention.
10. **Contractor** means the name of the Contractor identified in Exhibit A.

**II. Background.**

1. Milwaukee has been chosen as the host city for the Convention. Milwaukee has various security obligations for the Convention pursuant to the Security Plan and an agreement between Milwaukee, the Convention host committee, and the Republican National Committee.
2. Milwaukee requires the assistance of non-Milwaukee fire personnel in support of its Convention security obligations.
3. Milwaukee expects to and/or has received the Security Grant to pay for costs associated with securing the Convention, including the law enforcement supportive services described in this Agreement.

**III. Exhibits.** Exhibits A and B are incorporated into the Agreement, and contain information and forms specific to Contractor. Contractor agrees to provide the personnel and/or equipment listed in Exhibit B, at the times as listed in Exhibit B, and with all information required of Exhibits A and B. Contractor shall submit a “Final” version of Exhibit B at the appropriate times as specified in this Agreement.

**IV. Additional Terms of Agreement**

1. **Authority to Execute.** The Parties each represent that they, and their signatories, possess the legal authority to enter into the Agreement and to validly and legally bind their respective Party to all terms of the Agreement.
2. **Term.** The term of the Agreement shall begin on the date of final execution of the Agreement by both Parties and shall end upon the completion of all obligations of the Agreement and participation in administrative proceedings and/or criminal and/or civil trials and/or audits by Milwaukee or Federal auditors.
3. **Amount.** Contractor shall not be paid more than the amount set forth in Exhibit B titled “Total Cost,” in the section entitled “Total Request for Reimbursement” which is the estimated total cost for Contractor’s performance under the Agreement. The amount may be increased or decreased only by written amendment of the Agreement or In Writing.
4. **Payment.**
  - 4.1 **Costs Reimbursed.** Contractor shall be reimbursed for costs that are all of the following, as applicable: (1) properly supported by the documentation set forth below in the section entitled “Payment Requests” and in Exhibit B; (2) included in the Agreement budget or otherwise approved In Writing; (3) for personnel time spent in an “on duty” status between the time Assisting Personnel check in with MFD and the time that they check out with MFD at the end of their shift, in accordance with duty assignments distributed by MFD, or in training assigned by MFD, and at the rate(s) provided in Exhibit B; (4) for transportation, mileage at current United States General Services Administration rates and policies as set forth in Exhibit B; and (5) for equipment at the rates set forth in Exhibit B and at market rate repair costs for any damage to such equipment.
  - 4.2 **Costs Not Reimbursed.** Irrespective of any costs set forth in the budget, Contractor shall not be paid for any of the following:
    - 4.2.1 Assisting Personnel’s time while located at their place of lodging or home or while traveling to or from their place of lodging or home to the duty station to which they are assigned by MFD or to the location of any training, unless such personnel are covered by a collective bargaining agreement, employment contract, ordinance or other law requiring them to be paid for such time and travel and documentation is provided as required below.
    - 4.2.2 Costs in violation of any federal, state, or local law, regulation, or rule, or this Agreement.
    - 4.2.3 Costs in violation of the terms of the Security Grant award letter to Milwaukee, which shall be provided to Contractor under separate cover and which shall be incorporated into the Agreement at the time the document is provided to Contractor.
    - 4.2.4 Rates of pay that exceed the normal salary and benefits of Assisting Personnel.
    - 4.2.5 Hours worked outside those established by MFD unless pre-approved In Writing. In Writing approval may be provided retroactively if Assisting Personnel are acting on a direct command from MFD or responding to an emergency situation which, in their

professional judgment, reasonably requires them to provide services outside of their assigned work hours to protect public safety. In such instances, Assisting Personnel shall seek approval from Milwaukee MFD command at the earliest reasonable time.

4.2.6 Costs of personal entertainment, miscellaneous items, additional food, or transportation beyond that provided or authorized In Writing.

4.3 Payment Requests. Payment requests shall be submitted to Milwaukee no later than September 2, 2024, and must include the following supporting documentation demonstrating that the costs being invoiced are both allowable and allocable to the grant. Failure to include this information in a payment request may result in the denial of the payment request:

4.3.1 “Final” version of Exhibit B, and all documentation required therein.

4.3.2 If requested, copies of the relevant portion a collective bargaining agreement, employment contract, ordinance, law, requiring Assisting Personnel to be paid for travel time and overtime.

4.3.3 Such other documentation as Milwaukee may reasonably request, or which has been requested by the U.S. Department of Justice, local, state, or federal auditors.

4.3.4 If Contractor is budgeted to procure any items or services, it must follow the procurement rules set forth at 2 C.F.R. 200, and must maintain records and make such records available to Milwaukee upon request and must be sufficient to establish (1) the rationale for the method of purchase, (2) selection of the contract type, (3) contractor selection or rejection, and (4) the basis of the contract price (*see* 2 C.F.R. § 200.318(i)).

4.3.5 A completed W-9 form.

4.4 Timing of payments and recoupment.

4.4.1 Payment requests shall be reviewed in the order received. Payment is anticipated to be made within 45 days after a complete reimbursement package is received by Milwaukee. A reimbursement package is deemed to be complete after any/all requests for information made by Milwaukee to Contractor have been received and no further questions remain.

4.4.2 Final payment under the Agreement shall be predicated, at Milwaukee’s option, on a final audit of Contractor’s documentation by Milwaukee, state, or federal officials.

4.4.3 Contractor shall reimburse Milwaukee for any disbursed funds that Milwaukee, or local, state, or federal auditors determine have been misused or misappropriated, or for which such auditors determine were not properly supported or were not properly allocable to the Security Grant. Such reimbursement of funds shall be due upon Milwaukee’s written demand to Contractor.

4.5 Risk. Reimbursements under the Agreement are conditioned upon the City’s actual receipt of funds from the granting authority, and Contractor undertakes any work performed before the City’s receipt of such funds at its own risk. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all City’s security obligations under the Security Plan, City may terminate this Agreement.

## 5. **Records, Audit, and Information Requests.**

5.1 Information requested pursuant to payment requests and audit. Contractor shall furnish Milwaukee with such statements, records, reports, data, and information as Milwaukee may reasonably request to substantiate and/or investigate the basis of payment requests, and/or to meet the requirements of Milwaukee, local, state, or federal audits.

- 5.2 **Federal Grant Record Retention Requirements.** Contractor will retain those records required by 2 C.F.R. § 200.334 for a period of three years after it receives notice from Milwaukee that Milwaukee has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- 5.3 **Wisconsin Public Records Law.** Contractor understands that City is bound by the Wisconsin Public Records Law, Wis. Stat. § 19.21, et seq. Pursuant to Wis. Stat. § 19.36(3), City may be obligated to produce, to a third party, the records of Contractor that are “produced or collected” by Contractor under this Agreement (in this paragraph, “Records”). Contractor is further directed to Wis. Stat. § 19.21, et seq., for the statutory definition of Records subject to disclosure under this paragraph, and Contractor acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, Contractor is (1) obligated to retain Records for seven years from the date of the Record’s creation, and (2) produce such Records to City if, in City’s determination, City is required to produce the Records to a third party in response to a public records request. Contractor’s failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Contractor must defend and hold City harmless from liability due such breach. The requirements of this section are in addition to, and not in place of, the retention requirements of any other section or paragraph. This term shall survive for a period of seven years after termination or expiration of this Agreement.
6. **Security Information.** Contractor shall comply with all privilege and confidentiality requirements and procedures set forth by the U.S. Department of Homeland Security, the U.S. Secret Service or any other governmental entity. If Contractor has custody of a record (broadly construed to include paper or electronic formats) that contains details of security arrangements or investigations relevant to the Convention, Contractor shall, as soon as practical and without delay, notify Milwaukee of any request to disclose such record.
7. **Choice of Law and Venue.** The Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. Contractor and Wisconsin agree that for any claim or suit or other dispute relating to the Agreement that cannot be mutually resolved, jurisdiction and venue shall be in an appropriate court of competent jurisdiction sitting in Milwaukee County, Wisconsin. Contractor agrees to submit itself to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law, except that, if another party obtains jurisdiction over Milwaukee for claims or other actions involving or related to the Agreement in a different forum or venue, Contractor agrees that it shall submit to the jurisdiction of such forum or venue.
8. **Liability.** Each Party agrees that it will be responsible for its own acts and/or omissions and those of its Assisting Personnel, officials, employees, representatives, and agents in carrying out the terms of this Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party.
9. **No Waiver.** Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.
10. **Sam.gov profile.** Contractor is required to maintain an active profile on SAM.GOV and a Unique Entity Identification number during the term of the Agreement.



11. **Independent legal entities and employment.**

11.1 **Independent Legal Entities.** Contractor is an independent legal entity, and neither Contractor, nor Contractor's employees, or agents, or Assisting Personnel are employees of City, nor are they entitled to any fringe benefits or any other benefits to which City's salaried employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Agreement shall be the sole responsibility of Contractor. City and Contractor form no joint venture or legal partnership under this Agreement.

11.2 **Contractor Personnel Remain Employees of Contractor.** Contractor acknowledges and affirms that Contractor remains fully responsible for any and all obligations as the employer of its Assisting Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance, or contract. Assisting Personnel remain employees of Contractor. Contractor shall be responsible for the payment of any compensation or death benefits to Assisting Personnel who are injured or killed while providing services to City under the terms of this Agreement. City is not obligated to reimburse Contractor for those expenses under the terms of this Agreement. This paragraph does not diminish the City's reimbursement obligations set forth elsewhere in this Agreement.

12. **sNotices.** Any notices to be given under these terms and conditions unless otherwise stated shall be submitted via certified mail, return receipt requested, and shall be deemed delivered upon receipt of electronic delivery notice to the persons at the addresses identified "Contractor Contact Information" and "Milwaukee Contact Information" in Exhibit A.

13. **Remedies for noncompliance.** If Contractor fails to comply with any term of the Agreement Milwaukee may take one or more of the following actions:

- 13.1 Temporarily withhold reimbursement pending correction of the deficiency or breach;
- 13.2 Deny both use of funds and matching credit for all or part of the activity or action not in compliance;
- 13.3 Wholly or partially suspend the Agreement;
- 13.4 Withhold further reimbursement;
- 13.5 Terminate the Agreement;
- 13.6 Take other remedies that may be legally available.

14. **Termination.**

14.1 **Termination by Milwaukee.** Milwaukee may terminate the Agreement at any time for any reason upon written notice to Contractor. Contractor will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred as set forth in Exhibit B prior to the date of termination under the following circumstances: (1) such costs are properly documented as required in the Agreement; (2) such costs do not exceed the amount allowed under the Agreement; and (3) a report of progress to date of termination has been submitted to Milwaukee. Upon notice of termination, Contractor shall cease to incur or obligate new costs under this program. Milwaukee may terminate the Agreement without payment of costs if Contractor fails to comply with or perform any material term, condition, or obligation

contained in the Agreement, and either such breach cannot be cured or, if such breach may be cured, Contractor fails to cure such breach within seven (7) calendar days after Milwaukee provides Contractor with notice of such failure.

14.2 Termination by Contractor. Contractor may terminate the Agreement if Contractor is not able to both fulfil the terms of the Agreement and ensure the public safety of its own jurisdiction due to an emergent circumstance. Upon Contractor's termination of the Agreement, Contractor shall fully refund to Milwaukee all costs, funds, or other payments that Milwaukee may have paid to Contractor pursuant to the Agreement (if any). Contractor shall be reimbursed according to the procedures set forth in the Agreement for costs incurred during any provision of Agreement services to Milwaukee. Contractor shall provide notice of termination to Milwaukee as soon as practical upon discovery of conditions requiring the termination.

15. **Amendment**. The Agreement may be amended only by joint written agreement between the Parties.

16. **Headings**. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not be construed as defining or limiting the terms.

17. **Survival**. The terms of the Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

18. **Lobbying**. Contractor agrees that no federal appropriated funds have been reimbursed or will be reimbursed, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Funds provided pursuant to the Agreement may not be used to influence federal contracting or financial transactions.

19. **Debarment**. By executing the Agreement, Contractor certifies neither it, nor any of its respective principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that Contractor will not enter into any transactions with any subrecipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment using funds provided by this Agreement. Contractor agrees that it will take all steps necessary to ensure that it and its respective principals do not become debarred, suspended or proposed for debarment for federal financial assistance. If Contractor becomes disbarred, it will immediately notify Milwaukee, and such disbarment may be grounds for termination of the Agreement.

20. **Entire agreement, amendments, severability**.

20.1 Entire Agreement. The Agreement constitutes the entire agreement between Milwaukee and Contractor concerning its subject matter and supersedes all prior agreements, discussions, representations, warranties and covenants between them concerning the subject matter of the Agreement.

20.2 Severability. If any term of the Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability.

All other terms of the Agreement shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by Milwaukee.

**21. Certifications and incorporation of federally required terms.** The following terms and conditions are incorporated into the Addendum:

- 21.1 Amendment Permitted. This list of federally required contract terms may be amended by Milwaukee in the event that the Security Grant contains additional required terms.
- 21.2 Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.334. Contractor further certifies that it will retain all records as required by 2 C.F.R. § 200.334 for a period of three (3) years after the Term.
- 21.3 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. If this Agreement exceeds one hundred fifty thousand dollars (\$150,000), Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency (the U.S. Department of Justice) and the Regional Office of the Environmental Protection Agency (EPA).
- 21.4 Energy Efficiency. Contractor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 21.5 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If the Agreement exceeds one hundred thousand dollars (\$100,000), Contractor certifies that:
  - 21.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - 21.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from Milwaukee and provide, completed, to Milwaukee the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
  - 21.5.3 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

21.5.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

21.6 DHS Seal, Logo, and Flags. Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management (FEMA) pre-approval.

21.7 Federal Government is Not a Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to any party pertaining to any matter resulting from the Agreement.

21.8 Domestic preferences for procurements. Pursuant to 2 C.F.R. §200.322, as appropriate and if applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable under the Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under the Agreement.

21.9 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not knowingly use funds under this Agreement to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 C.F.R. § 200.216. In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 C.F.R. § 200.216, during Agreement performance, Contractor shall alert Milwaukee as soon as possible and shall provide information on any measures taken to prevent recurrence.

21.10 Prohibition on confidentiality agreements. Contractor may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

21.11 All terms found in 2 C.F.R. § 200, Appendix II, if not incorporated elsewhere in this Addendum.

## 22. **Organizational Structure and Procedures.**

- 22.1 Unified Incident Command. At all times while operating under this Agreement, Assisting Personnel shall be subject to the structure of supervision, command, and control coordinated by MFD through a unified incident command structure, irrespective of the rank or job title normally held by any member of Assisting Personnel within their own agency.
- 22.2 Lead Local Fire Department and Assignments. MFD is the lead local law Fire Department for purposes of the Convention Security Plan. The MFD Chief, or their designee, will communicate the specific assignments for Assisting Personnel to Contractor's commanding officer. Should Contractor object to any specific assignment, it shall make an objection to MFD and MFD shall reasonably attempt to accommodate the objection. The decision of the MFD regarding the objection and the requirements of the Security Plan shall control.
- 22.3 Policies and Law to Apply. Assisting Personnel will abide by applicable MFD policies, the lawful commands of the MFD Chief and his designees, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, and the United States Constitution. Applicable standard operating referenced in existing shared services agreements between City and Contractor must be complied with at all times by Assisting Personnel. All other documents are available from Milwaukee upon request.
- 22.4 Conformance to Security Plan. All functions and duties to be performed by Assisting Personnel shall conform to the Security Plan, as relayed by the MFD Chief and his designees.

**23. Assisting Personnel and Responsibilities.**

- 23.1 Assisting Personnel to Participate in Training. Upon reasonable advance written notification from MFD, Assisting Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by MFD. MFD shall make reasonable efforts to coordinate the training schedule with Contractor.
- 23.2 Services Limited. Assisting Personnel shall only provide services in which they are already experienced and for which they are licensed or certified under the law of the State of Wisconsin.
- 23.3 Field Operations Guide. MFD presently expects to provide a Field Operations Guide to Assisting Personnel as they arrive in Milwaukee, with which Assisting Personnel shall comply at all times while functioning under the terms of the Agreement.
- 23.4 Assisting Personnel to Participate in After Action Activities. At the request of Milwaukee, Contractor shall reasonably provide information, participate in debriefings, respond to information requests required for insurance or audit purposes, and reasonably aid Milwaukee in the prosecution or defense of any civil or criminal proceedings related to Contractor's performance under the Agreement or in any matter in which Assisting Personnel or Contractor is identified by Milwaukee as a witness. Such assistance shall include the provision of personnel or other records in administrative, criminal, and/or civil proceedings as reasonably requested by Milwaukee.
- 23.5 Assisting Personnel Criteria. Each Assisting Personnel provided by Contractor shall meet each of the following criteria:
  - 23.5.1 Each Assisting Personnel must, at a minimum, be licensed or certified as a full-time professional firefighter qualified as a Firefighter Level II with EMT-Basic in the State of Wisconsin. Some Assisting Personnel, as determined by MFD, will be required to hold HazMat

or technical rescue certifications or paramedic licenses. Statutory certification and licensing requirements for each Assisting Personnel shall be forwarded to the MFD with the list of all Contractor Assisting Personnel required in Exhibit B. Contractor shall provide no Assisting Personnel that do not meet these minimum requirements unless agreed to in writing in advance by MFD.

- 23.5.2 Each Assisting Personnel, by reason of experience, training, and physical fitness, must be qualified and capable of performing the duties required of an active duty firefighter, Haz-Mat personnel, EMT, or paramedic assigned to an event of the Convention's size and scope, and as relevant to that person's individual assignment.
- 23.5.3 Each Assisting Personnel is required to complete training required, if any, by the Contractor's Convention assignment as determined by City MFD or USSS.
- 23.5.4 Each Assisting Personnel must be an employee in good standing with the Contractor. The Contractor shall promptly notify MFD in the event that any Assisting Personnel is no longer in good standing with the Contractor, and the Contractor shall remove that person from the list of Assisting Personnel providing services under this Agreement.
- 23.5.5 No Assisting Personnel may have (i) been sued in an individual capacity in the last three (3) years and adjudicated as negligent in providing Law Enforcement Supportive Services (or any of those services identified in the definition of that term or contemplated in this Agreement) or liable for any civil rights violation, or (ii) had any sustained complaints for failing to comply with an employer's standard operating policies, procedures, or guidelines that resulted in an injury to a person or property within the last five (5) years.
- 23.6 Declining Personnel. At any time, Milwaukee may decline assignment or deployment of any Assisting Personnel without cause or explanation. In the event such personnel are declined through no fault of Contractor or Assisting Personnel, Milwaukee shall reimburse Contractor for any costs budgeted for under the Agreement and already incurred, to the extent consistent with this Agreement.
- 23.7 Assisting Personnel Equipment.
  - 23.7.1 Each Contractor Personnel shall be equipped by Contractor at Contractor's own expense, with an appropriate uniform and equipment customarily assigned to personnel filling the functions of the Contractor Personnel's expected assigned Convention-related duties, including but not limited to: radio, identification, and personal protective equipment (PPE). For firefighters, equipment shall include NFPA-compliant structural firefighting ensemble and self-contained breathing apparatus with face piece.
  - 23.7.2 Any equipment or gear that are not customarily assigned to Assisting Personnel by Contractor as described above may not be used by Assisting Personnel during the Convention unless Contractor notifies MFD in writing, and MFD consents In Writing to the use of the requested additional equipment.
  - 23.7.3 Equipment sent with Contractor Assisting Personnel shall be limited to equipment issued by Contractor for its employees in the normal course of business. Assisting Personnel may not bring or utilize any demo equipment provided at low or no cost to Contractor by a supplier seeking to demonstrate new equipment to the Contractor or other agencies.

DRAFT

23.7.4 All equipment, other than personal equipment described in the subsection above, provided by Contractor for the Convention shall be provided pursuant to existing shared services agreements between the City and Contractor (if any), provided; however, that in the event of any conflict or ambiguity, the terms of this Agreement shall control. All equipment for which Contractor wishes a form of reimbursement must be included on Exhibit B, irrespective of whether such equipment is also subject to shared services.

24. **Milwaukee Responsibilities.** Milwaukee will provide the following:

24.1 Training. Training for Assisting Personnel, as and if determined necessary by MFD or the United States Secret Service.

24.2 Food and Lodging. Milwaukee will provide meals for all Assisting Personnel for those times that they are stationed in Milwaukee. Any expenditures for food by Contractor or Assisting Personnel shall be at Assisting Personnel or Contractor's own expense. Milwaukee will not provide lodging for Assisting Personnel.

25. **Discipline / Probable Cause Matters.** Milwaukee shall refer disciplinary matters involving Assisting Personnel to Contractor. Based on the judgment of Milwaukee, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to MFD or an external law enforcement agency for investigation with appropriate notice to Contractor.

**IN WITNESS WHEREOF**, the City and Contractor have fully executed this Agreement as of the date of the final signature below:

CITY OF MILWAUKEE,  
A Municipal Corporation

By Its Milwaukee Fire Department

By: \_\_\_\_\_  
Fire Chief Aaron Lipski

Date: \_\_\_\_\_

CONTRACTOR: See Exhibit A

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_ Date: \_\_\_\_\_

DRAFT

(City Comptroller)

\_\_Initials (Comptroller)

\_\_Initials (Comptroller)

Examined and approved as to form and execution this \_\_\_\_ day of  
\_\_\_\_\_, 2024\_\_.

\_\_\_\_\_  
Assistant City Attorney



## COMMON COUNCIL REPORT

**Item:** Milwaukee Police Department 2024 Republican National Convention Intergovernmental Agreement

**Recommendation:** The Common Council approves Resolution No. 12480-040124, a Resolution approving the Milwaukee Police Department 2024 Republican National Convention Intergovernmental Agreement

**Fiscal Impact:** None, this Agreement is for direct reimbursement for sworn law enforcement staff utilized in Milwaukee for the 2024 Republican National Convention

**Critical Success Factor(s):**

- Active, Vibrant, and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe, and Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

---

**Background:** The City of Milwaukee won the bid to host the 2024 Republican National Convention (RNC). The RNC officially runs from Monday, July 15, 2024, through Thursday July 18, 2024; however, we expect RNC traffic and activities to start on Saturday, July 13, 2024 and to finally come to completion on Friday, July 19, 2024.

This Intergovernmental Agreement (IGA) from the City of Milwaukee Police Department is requesting all area police departments to assist the City of Milwaukee during the RNC. The IGA follows State of WI mutual aid laws already in place, but specifically reimburses the involved law enforcement agencies for their involvement in Milwaukee specifically for the RNC.

It should be noted that this IGA does not cover any RNC activities or RNC-related calls for service that occur outside of the City of Milwaukee. As a City that shares a jurisdictional border with Milwaukee, we know we will be impacted by the RNC, we just do not exactly know to what extent as of this time.

First and foremost, the City of Oak Creek is the primary concern of the Oak Creek PD, and we will not be committing any of our staff to the Milwaukee PD for the RNC at this time. We will monitor the activities and see what, if any, staff we can commit to MPD for the RNC.

The approval of this Agreement does not commit any of our personnel; however, it provides a conduit to recouping funds to cover any staff we may be able to provide at a future date to MPD during the RNC

**Options/Alternatives:** The Common Council could decide not to approve this Agreement. However, if we were called through mutual aid for assistance in Milwaukee for the 2024 Republican National Convention, we would not get direct reimbursement for our sworn staff.

---

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



David R Stecker  
Chief of Police

Fiscal Review:



Maxwell Gagin, MPA  
Deputy City Administrator / Finance Officer

---

Attachments:

Exhibit #1 - Milwaukee Police Department 2024 RNC Police IGA

Exhibit #2 - MPD 2024 RNC - IGA Exhibit A

Exhibit #3 - MPD 2024 RNC - IGA Exhibit B

Exhibit #4 - MPD 2024 RNC - In-State Resource Offer - RO-1

Exhibit #5 - MPD RNC IGA - Resolution 12480-040124

RESOLUTION NO. 12480-040124

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF MILWAUKEE AND THE CITY OF OAK CREEK  
FOR POLICE DEPARTMENT LAW ENFORCEMENT SUPPORTIVE SERVICES  
FOR THE 2024 REPUBLICAN NATIONAL CONVENTION

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Intergovernmental Agreement between the City of Milwaukee and the City of Oak Creek for Police Department Law Enforcement Supportive Services for the 2024 Republican National Convention (the "Agreement") is hereby approved.

BE IT FURTHER RESOLVED that the Police Chief is authorized to execute the Agreement and necessary accompanying documents to effectuate the terms of the Agreement.

BE IT FURTHER RESOLVED that technical corrections or amendments to the Agreement that do not substantively change the terms and that are approved by the Police Chief and City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1<sup>st</sup> day of April, 2024.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Common Council President Kenneth Gehl

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor Daniel J. Bukiewicz

ATTEST:

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_

**CONTRACT NUMBER:** See Exhibit A  
**CONTRACTOR:** See Exhibit A  
**COMMON COUNCIL RESOLUTION:** 231078

**Distribution via DocuSign in this order:**

- Assisting agency signatories – Signature/final copy
- Chief (Fire or Police) – Signature/final copy
- Aaron Robinette – Initials/final copy
- Claudia Orugbani – Initials/final copy
- “Comptroller Senior Management” (see DocuSign address book) – Signature/final copy
- City Attorney (ACA Foundos) – Signature/final copy
- Andrea Fowler – final copy (no signature)

**Intergovernmental Agreement for Law Enforcement Services for the  
2024 Republican National Convention**

**I. Definitions.** The following definitions apply to this Agreement.

1. **Agreement** means this Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention.
2. **Assisting Personnel** means those personnel provided by Contractor to assist Milwaukee pursuant to this Agreement.
3. **Convention** means the 2024 Republican National Convention to be held in the City presently scheduled for July 15-18, 2024.
4. **In Writing** means a written communication via the official Milwaukee email account (@milwaukee.gov) of the MPD Chief, MPD Chief of Staff, or the Chief’s designees.
5. **MPD** means the City of Milwaukee Police Department.
6. **Milwaukee** means the City of Milwaukee, Wisconsin.
7. **Parties** means Milwaukee and Contractor; **Party** means Milwaukee or Contractor.
8. **Security Plan** means the security plan developed for the Convention by the U.S. Secret Service, in consultation with the Milwaukee Police Department, the Milwaukee Fire Department, and other local, state and federal agencies.
9. **Security Grant** means the grant provided to Milwaukee by the U.S. Department of Justice and/or the U.S. Department of Homeland Security to provide security for the Convention.
10. **Contractor** means the name of the Contractor identified in Exhibit A.

**II. Background.**

1. Milwaukee has been chosen as the host city for the Convention. Milwaukee has various security obligations for the Convention pursuant to the Security Plan and an agreement between Milwaukee, the Convention host committee, and the Republican National Committee.
2. Milwaukee requires the assistance of non-Milwaukee police personnel in support of its Convention security obligations.
3. Milwaukee expects to and/or has received the Security Grant to pay for costs associated with securing the Convention, including the law enforcement services described in this Agreement.

**IV. Exhibits.** Exhibits A and B are incorporated into the Agreement, and contain information and forms specific to Contractor. Contractor agrees to provide the personnel and/or equipment listed in Exhibit B, at the times as listed in Exhibit B, and with all information required of Exhibits A and B. Contractor shall submit a “Final” version of Exhibit B at the appropriate times as specified in this Agreement.

**V. Additional Terms of Agreement.**

1. **Authority to Execute.** The Parties each represent that they, and their signatories, possess the legal authority to enter into the Agreement and to validly and legally bind their respective Party to all terms of the Agreement.
2. **Term.** The term of the Agreement shall begin on the date of final execution of the Agreement by both Parties and shall end upon the completion of all obligations of the Agreement and participation in administrative proceedings and/or criminal and/or civil trials and/or audits by Milwaukee or Federal auditors.
3. **Amount.** Contractor shall not be paid more than the amount set forth in Exhibit B titled “Total Cost,” in the section entitled “Total Request for Reimbursement” which is the estimated total cost for Contractor’s performance under the Agreement. The amount may be increased or decreased only by written amendment of the Agreement or In Writing.
4. **Payment.**
  - 4.1 Costs Reimbursed. Contractor shall be reimbursed for costs that are all of the following, as applicable: (1) properly supported by the documentation set forth below in the section entitled “Payment Requests” and in Exhibit B; (2) included in the Agreement budget or otherwise approved In Writing; (3) for personnel time, time spent in an “on duty” status between the time Assisting Personnel check in with MPD and the time that they check out with MPD at the end of their shift, in accordance with duty assignments distributed by MPD, or in training assigned by MPD, and at the rate(s) provided in Exhibit B; (4) for transportation, mileage or airfare at current United States General Services Administration rates and policies as set forth in Exhibit B; and (5) for equipment at the rates set forth in Exhibit B and at market rate repair costs for any damage to such equipment.
  - 4.2 Costs Not Reimbursed. Irrespective of any costs set forth in the budget, Contractor shall not be paid for any of the following:
    - 4.2.1 Assisting Personnel’s time while located at their place of lodging or home or while traveling to or from their place of lodging or home to the duty station to which they are assigned by MPD or to the location of any training, unless such personnel are covered by a collective bargaining agreement, employment contract, ordinance or other law requiring them to be paid for such time and travel and documentation is provided as required below.
    - 4.2.2 Costs in violation of any federal, state, or local law, regulation, or rule, or this Agreement.
    - 4.2.3 Costs in violation of the terms of the Security Grant award letter to Milwaukee, which shall be provided to Contractor under separate cover and which shall be incorporated into the Agreement at the time the document is provided to Contractor.
    - 4.2.4 Rates of pay that exceed the normal salary and benefits of Assisting Personnel.
    - 4.2.5 Hours worked outside those established by MPD unless pre-approved In Writing. In Writing approval may be provided retroactively if Assisting Personnel are acting on a

direct command from MPD or responding to an emergency situation which, in their professional judgment, reasonably requires them to provide services outside of their assigned work hours to protect public safety. In such instances, Assisting Personnel shall seek approval from Milwaukee MPD command at the earliest reasonable time.

- 4.2.6 Costs of personal entertainment, miscellaneous items, additional food, or transportation beyond that provided or authorized In Writing.
- 4.3 Payment Requests. Payment requests shall be submitted to Milwaukee no later than September 2, 2024, and must include the following supporting documentation demonstrating that the costs being invoiced are both allowable and allocable to the grant. Failure to include this information in a payment request may result in the denial of the payment request:
  - 4.3.1 “Final” version of Exhibit B, and all documentation required therein.
  - 4.3.2 If requested, copies of the relevant portion of a collective bargaining agreement, employment contract, ordinance, law, requiring Assisting Personnel to be paid for travel time and overtime.
  - 4.3.3 Such other documentation as Milwaukee may reasonably request, or which has been requested by the U.S. Department of Justice, local, state, or federal auditors.
  - 4.3.4 If Contractor is budgeted to procure any items or services, it must follow the procurement rules set forth at 2 C.F.R. 200, and must maintain records and make such records available to Milwaukee upon request and must be sufficient to establish (1) the rationale for the method of purchase, (2) selection of the contract type, (3) contractor selection or rejection, and (4) the basis of the contract price (*see* 2 C.F.R. § 200.318(i)).
  - 4.3.5 A completed W-9 form.
- 4.4 Timing of payments and recoupment.
  - 4.4.1 Payment requests shall be reviewed in the order received. Payment is anticipated to be made within 45 days after a complete reimbursement package is received by Milwaukee. A reimbursement package is deemed to be complete after any/all requests for information made by Milwaukee to Contractor have been received and no further questions remain.
  - 4.4.2 Final payment under the Agreement shall be predicated, at Milwaukee’s option, on a final audit of Contractor’s documentation by Milwaukee, state, or federal officials.
  - 4.4.3 Contractor shall reimburse Milwaukee for any disbursed funds that Milwaukee, or local, state, or federal auditors determine have been misused or misappropriated, or for which such auditors determine were not properly supported or were not properly allocable to the Security Grant. Such reimbursement of funds shall be due upon Milwaukee’s written demand to Contractor.
- 4.5 Risk. Reimbursements under the Agreement are conditioned upon the City’s actual receipt of funds from the granting authority, and Contractor undertakes any work performed before the City’s receipt of such funds at its own risk. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all City’s security obligations under the Security Plan, City may terminate this Agreement.

## 5. **Records, Audit, and Information Requests.**

- 5.1 Information requested pursuant to payment requests and audit. Contractor shall furnish Milwaukee with such statements, records, reports, data, and information as Milwaukee may reasonably request to substantiate and/or investigate the basis of payment requests, and/or to meet the requirements of Milwaukee, local, state, or federal audits.

- 5.2 Federal Grant Record Retention Requirements. Contractor will retain those records required by 2 C.F.R. § 200.334 for a period of three years after it receives notice from Milwaukee that Milwaukee has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- 5.3 Wisconsin Public Records Law. The Parties understand and agree that they are each Authorities under the Wisconsin Public Records Law, Wis. Stat. § 19.21, et seq. Irrespective of any other term of this Agreement, Contractor is obligated to retain Records for seven years from the date of the Record's creation. The requirements of this section are in addition to, and not in place of, the retention requirements of any other section or paragraph. This term shall survive for a period of seven years after termination or expiration of this Agreement.
6. **Security Information**. Contractor shall comply with all privilege and confidentiality requirements and procedures set forth by the U.S. Department of Homeland Security, the U.S. Secret Service or any other governmental entity. If Contractor has custody of a record (broadly construed to include paper or electronic formats) that contains details of security arrangements or investigations relevant to the Convention, Contractor shall, as soon as practical and without delay, notify Milwaukee of any request to disclose such record.
7. **Choice of Law and Venue**. The Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. Contractor and Wisconsin agree that for any claim or suit or other dispute relating to the Agreement that cannot be mutually resolved, jurisdiction and venue shall be in an appropriate court of competent jurisdiction sitting in Milwaukee County, Wisconsin. Contractor agrees to submit itself to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law, except that, if another party obtains jurisdiction over Milwaukee for claims or other actions involving or related to the Agreement in a different forum or venue, Contractor agrees that it shall submit to the jurisdiction of such forum or venue.
8. **Liability**. Except as otherwise provided in this Agreement, each Party agrees that it will be responsible for its own acts and/or omissions and those of its Assisting Personnel, officials, employees, representatives, and agents in carrying out the terms of this Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party.
9. **No Waiver**. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.
10. **Sam.gov profile**. Contractor is required to maintain an active profile on SAM.GOV and a Unique Entity Identification number during the term of the Agreement.
11. **Independent legal entities and employment**.
- 11.1 Independent Legal Entities. Contractor is an independent legal entity, and neither Contractor, nor Contractor's employees, agents, and/or Assisting Personnel are employees of City, nor are they entitled to any fringe benefits or any other benefits to which City's salaried employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Agreement shall be the sole responsibility of Contractor. City and Contractor form no joint venture or legal partnership under this Agreement.

11.2 Assisting Personnel Remain Employees of Contractor. Contractor acknowledges and affirms that Contractor remains fully responsible for any and all obligations as the employer of its Assisting Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance, or contract. Assisting Personnel remain employees of Contractor. Contractor shall be responsible for the payment of any compensation or death benefits to Assisting Personnel who are injured or killed while providing services to City under the terms of this Agreement. City is not obligated to reimburse Contractor for those expenses under the terms of this Agreement. This paragraph does not diminish the City's reimbursement obligations set forth elsewhere in this Agreement. **Because Contractor is claiming reimbursement for fringe benefits, including worker's compensation contributions/premiums, Contractor expressly waives any right to reimbursement for worker's compensation or other medical liability claims, including but not limited to claims under Wis. Stat. § 66.0513(2).**

12. **Indemnification.** The City shall indemnify Contractor and Assisting Personnel for liability to third parties incurred while Assisting Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Wis. Stat. § 66.0313.
13. **Notices.** Any notices to be given under these terms and conditions unless otherwise stated shall be submitted via certified mail, return receipt requested, and shall be deemed delivered upon receipt of electronic delivery notice to the persons at the addresses identified "Contractor Contact Information" and "Milwaukee Contact Information" in Exhibit A.
14. **Remedies for noncompliance.** If Contractor fails to comply with any term of the Agreement Milwaukee may take one or more of the following actions:
- 14.1 Temporarily withhold reimbursement pending correction of the deficiency or breach;
  - 14.2 Deny both use of funds for all or part of the activity or action not in compliance;
  - 14.3 Wholly or partially suspend the Agreement;
  - 14.4 Withhold further reimbursement;
  - 14.5 Terminate the Agreement;
  - 14.6 Take other remedies that may be legally available.

15. **Termination.**

- 15.1 Termination by Milwaukee. Milwaukee may terminate the Agreement at any time for any reason upon written notice to Contractor. Contractor will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred as set forth in the Agreement budget prior to the date of termination under the following circumstances: (1) such costs are properly documented as required in the Agreement; (2) such costs do not exceed the amount allowed under the Agreement; and (3) a report of progress to date of termination has been submitted to Milwaukee. Upon notice of termination, Contractor shall cease to incur or obligate new costs under this program. Milwaukee may terminate the Agreement without payment of costs if Contractor fails to comply with or perform any material term, condition, or obligation contained in the Agreement, and either such breach cannot be cured or, if such breach may be cured, Contractor fails to cure such breach within seven (7) calendar days after Milwaukee provides Contractor with notice of such failure.



- 15.2 **Termination by Contractor.** Contractor may terminate the Agreement if Contractor is not able to both fulfil the terms of the Agreement and ensure the public safety of its own jurisdiction due to an emergent circumstance. Upon Contractor's termination of the Agreement, Contractor shall fully refund to Milwaukee all costs, funds, or other prepayments that Milwaukee may have paid to Contractor pursuant to the Agreement (if any). Contractor shall be reimbursed according to the procedures set forth in the Agreement for costs incurred during any provision of Agreement services to Milwaukee. Contractor shall provide notice of termination to Milwaukee as soon as practical upon discovery of conditions requiring the termination.
16. **Amendment.** The Agreement may be amended only by joint written agreement between the Parties.
17. **Headings.** The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not be construed as defining or limiting the terms.
18. **Survival.** The terms of the Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.
19. **Lobbying.** Contractor agrees that no federal appropriated funds have been reimbursed or will be reimbursed, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Funds provided pursuant to the Agreement may not be used to influence federal contracting or financial transactions.
20. **Debarment.** By executing the Agreement, Contractor certifies neither it, nor any of its respective principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that Contractor will not enter into any transactions with any subrecipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment using funds provided by this Agreement. Contractor agrees that it will take all steps necessary to ensure that it and its respective principals do not become debarred, suspended or proposed for debarment for federal financial assistance. If Contractor becomes debarred, it will immediately notify Milwaukee, and such debarment may be grounds for termination of the Agreement.
21. **Entire agreement, amendments, severability.**
- 21.1 **Entire Agreement.** The Agreement constitutes the entire agreement between Milwaukee and Contractor concerning its subject matter and supersedes all prior agreements, discussions, representations, warranties and covenants between them concerning the subject matter of the Agreement.
- 21.2 **Severability.** If any term of the Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms of the Agreement shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by Milwaukee.

22. **Certifications and incorporation of federally required terms.** The following terms and conditions are incorporated into the Addendum:

- 22.1 Amendment Permitted. This list of federally required contract terms may be amended by Milwaukee in the event that the Security Grant contains additional required terms.
- 22.2 Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.334. Contractor further certifies that it will retain all records as required by 2 C.F.R. § 200.334 for a period of three (3) years after the Term.
- 22.3 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. If this Agreement exceeds one hundred fifty thousand dollars (\$150,000), Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency (the U.S. Department of Justice) and the Regional Office of the Environmental Protection Agency (EPA).
- 22.4 Energy Efficiency. Contractor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 22.5 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If the Agreement exceeds one hundred thousand dollars (\$100,000), Contractor certifies that:
- 22.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 22.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from Milwaukee and provide, completed, to Milwaukee the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- 22.5.3 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.
- 22.5.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

- 22.6 DHS Seal, Logo, and Flags. Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management (FEMA) pre-approval.
- 22.7 Federal Government is Not a Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to any party pertaining to any matter resulting from the Agreement.
- 22.8 Domestic preferences for procurements. Pursuant to 2 C.F.R. §200.322, as appropriate and if applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable under the Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under the Agreement.
- 22.9 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not knowingly use funds under this Agreement to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 C.F.R. § 200.216. In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 C.F.R. § 200.216, during Agreement performance, Contractor shall alert Milwaukee as soon as possible and shall provide information on any measures taken to prevent recurrence.
- 22.10 Prohibition on confidentiality agreements. Contractor may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- 22.11 All terms found in 2 C.F.R. § 200, Appendix II, if not incorporated elsewhere in this Addendum.

## **23. Organizational Structure and Law Enforcement Procedures.**

- 23.1 Unified Incident Command. At all times while operating under this Agreement, Assisting Personnel shall be subject to the structure of supervision, command, and control coordinated by MPD through a unified incident command structure, irrespective of the rank or job title normally held by any member of Assisting Personnel within their own agency.

- 23.2 Lead Local Law Enforcement Agency and Assignments. MPD is the lead local law enforcement agency for purposes of the Convention Security Plan. The Milwaukee Police Chief, or their designee, will communicate the specific assignments for Assisting Personnel to Contractor's commanding officer. Should Contractor object to any specific assignment, it shall make an objection to MPD and MPD shall reasonably attempt to accommodate the objection. The decision of the MPD regarding the objection and the requirements of the Security Plan shall control.
- 23.3 Policies and Law to Apply. Assisting Personnel will abide by applicable MPD policies, the lawful commands of the MPD Chief of Police and their designees, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, and the United States Constitution. Rules of engagement and applicable standard operating procedures are available at <https://milw.sharepoint.com/:f:/r/sites/MPDRNCInformationCenter/Shared%20Documents/General?csf=1&web=1&e=KpTEFq> (see "Outside Agency Documents" → "Files" → "Wisconsin Intergovernmental Agreements Documents" folder) and must be complied with at all times by Assisting Personnel. All other documents are available from Milwaukee upon request. To activate this link, and access these documents, please request access by contacting the MPD RNC Planning Unit by email at [MPD\\_RNC2024@milwaukee.gov](mailto:MPD_RNC2024@milwaukee.gov) or by telephone at (414) 935-7171.
- 23.4 Police Authority. Most Assisting Personnel duty assignments shall include the assignment of at least one MPD officer. Should an arrest or stop be required, the MPD officer shall conduct the arrest, and Assisting Personnel shall assist as directed. Assisting Personnel shall not conduct arrests or stops unless required to do so by emergent circumstances in which an MPD officer is not available or capable of conducting the arrest or stop. In such cases, the arresting officer shall include an MPD officer at his/her earliest opportunity and shall provide that MPD officer with all relevant and/or requested information. This Agreement is a request for assistance pursuant to Wis. Stat. §§ 66.0301 and 66.0313, pursuant to which a responding Wisconsin officer may assist with an arrest, notwithstanding any other jurisdictional provision.
- 23.5 Conformance to Security Plan. All functions and duties to be performed by Assisting Personnel shall conform to the Security Plan, as relayed by the MPD Chief of Police and their designees.

#### 24. **Assisting Personnel and Responsibilities.**

- 24.1 Assisting Personnel to Participate in Training. Upon reasonable advance written notification from MPD, Assisting Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by MPD. MPD shall make reasonable efforts to coordinate the training schedule with Contractor.
- 24.2 Services Limited. Assisting Personnel shall only provide services in which they are already experienced and for which they are licensed or certified under the law of Contractor.
- 24.3 Field Operations Guide. MPD presently expects to provide a Field Operations Guide to Assisting Personnel as they arrive in Milwaukee, with which Assisting Personnel shall comply at all times while functioning under the terms of the Agreement.
- 24.4 Assisting Personnel to Participate in After Action Activities. At the request of Milwaukee, Contractor shall reasonably provide information, participate in debriefings, respond to information requests required for insurance or audit purposes, and reasonably aid Milwaukee in the prosecution or defense of any civil or criminal proceedings related to Contractor's performance under the Agreement or in any matter in which Assisting Personnel or Contractor is identified by Milwaukee as a witness. Such assistance shall include the provision of

personnel or other records in administrative, criminal, and/or civil proceedings as reasonably requested by Milwaukee.

24.5 Assisting Personnel Criteria. Each Assisting Personnel provided by Contractor shall meet each of the following criteria:

24.5.1 Be licensed or certified as a law enforcement officer or equivalent by Contractor.

24.5.2 By reason of experience, training, and physical fitness, be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.

24.5.3 If assigned to the Major Incident Response Team, have completed Mobile Field Force training or its equivalent and other training as required by MPD or the United States Secret Service.

24.5.4 Employed as a licensed or certified non-probationary officer with at least 1 year of service by Assisting Governmental Unit and be an officer in good standing at all times until the completion of the Convention.

24.5.5 Have not been (i) sued in an individual capacity and adjudicated as liable for violations of the U.S. Constitution, or (ii) have sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.

24.6 Declining Personnel. At any time, Milwaukee may decline assignment or deployment of any Assisting Personnel without cause or explanation. In the event such personnel are declined through no fault of Contractor or Assisting Personnel, Milwaukee shall reimburse Contractor for any costs budgeted for under the Agreement and already incurred.

24.7 Assisting Personnel Equipment.

24.7.1 Each Assisting Personnel shall be equipped by Contractor at Contractor's own expense with a seasonally appropriate patrol uniform and equipment, including service belt, service weapon, radio, and personal soft ballistic body armor. Assisting Personnel shall not bring to their assignments any chemical or other non-lethal munitions except as authorized by MPD via the sanctioned equipment list described below.

24.7.2 A complete, sanctioned, equipment list is will be provided to Contractor at least sixty (60) days before the Convention. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Assisting Personnel as part of their assignments unless MPD consents to the use of such In Writing.

24.7.3 Assisting Personnel may not bring or utilize any demo equipment provided at low or no cost by a supplier seeking to demonstrate new equipment.

25. **Milwaukee Responsibilities.** In addition to Milwaukee's lead law enforcement agency responsibilities for the Convention, Milwaukee will provide the following:

25.1 Training. Training for Assisting Personnel, as and if determined necessary by MPD or the United States Secret Service.

25.2 Lodging and Food. Milwaukee will provide lodging for Assisting Personnel whose home agency is located more than 50 road miles outside of Milwaukee. Milwaukee will also provide a per diem for all Assisting Personnel for those times that they are stationed in Milwaukee, as specified in Exhibit B. Any expenditures for food or lodging outside of those provided by Milwaukee shall be at Assisting Personnel or Contractor's own expense.

26. **Discipline / Probable Cause Matters.** Milwaukee shall refer disciplinary matters involving Assisting Personnel to Contractor. Based on the judgment of Milwaukee, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to MPD or an external law enforcement agency for investigation with appropriate notice to Contractor.

**IN WITNESS WHEREOF**, the City and Contractor have fully executed this Agreement as of the date of the final signature below:

CITY OF MILWAUKEE,  
A Municipal Corporation

By Its Milwaukee Police Department

By: \_\_\_\_\_  
Chief Jeffrey B. Norman

Date: \_\_\_\_\_

CONTRACTOR: See Exhibit A

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_ Date: \_\_\_\_\_  
(City Comptroller)

Date: \_\_\_\_\_

\_\_\_ Initials (Comptroller Staff)

\_\_\_ Initials (Comptroller Staff)

Examined and approved as to form and execution this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Assistant City Attorney

**Exhibit A to Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention.**

**I. Contract Number.**

--

**II. Contractor Name, Contact Information, and UEI.**

Contractor Name	Name:
Contractor Unique Entity Identifier	UEI:
Contractor Contact - regular communication	Name: Phone: Email:
Contractor Contact - official notice	Name: Address: With copy to (email):

**III. Milwaukee Contact Information.**

Milwaukee Contact - regular communication	Name: Phone: Email:
Milwaukee Contact - official notice	Name: Address: Email: With copy to (email): Andrea Fowler at <a href="mailto:anfowler@milwaukee.gov">anfowler@milwaukee.gov</a>

**IV. Overtime Policy.**

<p>If Contractor is requesting any reimbursement at overtime rates, provide a description of Contractor’s overtime policy, including when overtime must be paid with citations to appropriate collective bargaining agreements, laws, procedures, etc., and attach excerpts from these documents to this exhibit. Execution of the Agreement certifies that the following overtime policy and citations are factual. Contractor agrees to provide complete copies of the documents excerpted and/or cited upon request.</p>
<p><b>Overtime description and citations:</b></p>          

**V. Travel Policy.**

<p>If Contractor is requesting any reimbursement of wages paid for travel time, provide a description of Contractor’s travel policy, including when overtime must be paid with citations to appropriate collective bargaining agreements, laws, procedures, etc., and attach excerpts from these documents to this exhibit. Execution of the Agreement certifies that the</p>
---



following travel policy and citations are factual. Contractor agrees to provide complete copies of the documents excerpted and/or cited upon request.

**Overtime description and citations:**







Additional Requested Costs (Not Listed Above)	
Description of Additional Cost	Amount of Total Cost
<p><b>Additional Expenses:</b> Provide a detailed description and total cost for any additional expenses not listed specifically on this form where reimbursement is being requested. Please be aware of any applicable federal per diem rates related to your request.</p> <p>Please provide any supporting documentation and/or calculations that will help facilitate the review of your request. <b>Example:</b> If your trip to and from Milwaukee will require overnight lodging, please provide the number of officers who required this accommodation and the estimate/invoice per room for the total cost of the lodging.</p> <p><b>NOTE: Any reimbursement under this section that are not included in the approved Estimate must be preapproved in Writing by the City and such preapproval shall be attached to this form.</b></p>	\$ -
	\$ -
<b>Total</b>	\$ -

Equipment				
Equipment Name	Dates of Use	# Days	Written Cost Calculation (e.g., daily rate of \$100 x 4 days + estimated fuel costs of \$300)	Total Cost
<b>Total</b>				\$ -

Total Request for Reimbursement	
	Salary \$0.00
	Meals Per Diem Costs -
	Transportation -
	Additional Expenses -
	<b>Total Cost \$ -</b>

2024 RNC Milwaukee Police Resource Offer Form RO-1

<b>Participating Wisconsin Agency</b>		
<b>Primary Contact person:</b>		
<b>Primary Contact Phone:</b>		
<b>Primary Contact Email:</b>		
<b>Total # of Personnel Offered:</b>		
<b>Resource Offered</b>	<b>Resource Description</b>	<b>Quantity</b>







## COMMON COUNCIL REPORT

**Item:** License Committee Report

**Recommendation:** That the Common Council grant the various license requests as listed on the 4/1/24 License Committee Report.

**Fiscal Impact:** License fees in the amount of \$573.29 were collected.

**Critical Success Factor(s):**

- Active, Vibrant and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe & Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

**Background:**

The License Committee met on March 19, 2024. Tentative recommendations are as follows:

1. Grant an Operator’s license to Matthew Conto (Homewood Suites).

The following items were received after License Committee met. Favorable background reports received.

2. Grant an Operator’s license to (favorable background reports received):
  - \* Riland A. Morina (Walgreens)                      \* Kayla N. Sanders (Bel Air Cantina)
  - \* Enste M. Tapia (South Shore Cinema)                      \* Christy L. Schrank (Pick ‘n Save)
3. Grant a 2024 Temporary “Class B” (wine) retailer’s license to Sharon Kindt, Agent, St. John’s Evangelical Lutheran Church for their Wine Tasting event to be held on May 18, 2024.
4. Grant a 2023/24 Class B Beer license to Jorge J. Monterrey, Agent, The Midwest Elite LLC dba Defense Combatives, 7340 S. Howell Ave., Suite 9, with release of the license subject to final departmental inspections and occupancy permit.

**Options/Alternatives:** None

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Christa J. Miller CMC/WCMC  
Deputy City Clerk

Fiscal Review:

Maxwell Gagin, MPA  
Deputy City Administrator / Finance Officer

Attachments: none



## COMMON COUNCIL REPORT

**Item:** Vendor Summary Report

**Recommendation:** That the Common Council approve the March 27, 2024 Vendor Summary Report in the total of \$561,815.51

**Fiscal Impact:** Total claims paid of \$561,815.51.

- Critical Success Factor(s):c**
- Active, Vibrant and Engaged Community
  - Financial Stability and Resiliency
  - Thoughtful Growth and Prosperous Local Economy
  - Clean, Safe & Welcoming
  - Inspired, Aligned, and Proactive City Organization
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

**Background:** Of note are the following payments:

1. \$23,238.00 to Baycom, Inc. (pg #1) for radio service agreement and maintenance.
2. \$28,850.00 to CDW Government, Inc. (pg #2) for Fortinet Custom Coterm and backup server. Project #21023.
3. \$56,225.00 to Discover Mediaworks, Inc. (pg #3) for multimedia tourism project.
4. \$5,471.00 to DoorMaster Garage Door Co. LLC (pg #3) for replaced springs and door repair at Fire Station #2. Project #20005.
5. \$25,356.96 to E. H. Wolf & Sons, Inc. (pg #3) for fuel inventory.
6. \$5,932.86 to Emergency Lighting & Electronics (pg #3) for squad set up parts.
7. \$106,090.45 to GFL Environmental (pg #) for March trash and recycling.
8. \$6,335.00 to Library Furniture International (pgs #5 & 6) for new library furniture.
9. \$6,159.53 to Motorola Solutions, Inc. (pg #7) for radio equipment. Project #22011.
10. \$6,331.01 to Ramboll America Engineering Solutions, Inc. (pg #8) for professional services related to Lakeshore Common and Beazer/Connell.
11. \$26,226.00 to Sherwin Industries, Inc. (pg #9) for Roadsaver tar and mastic.
12. \$114,721.78 to Stella & Chewy's LLC (pg #9) for payment per Development Agreement.
13. \$18,100.00 to Trane Co. (pg #10) for Police Station chiller replacement. Project #24009.
14. \$69,442.39 to WE Energies (pgs #12 & 13) for street lighting, electricity & natural gas.

**Options/Alternatives:** None




Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Rory T. Vircks  
Staff Accountant

Fiscal Review:



Maxwell Gagin, MPA  
Deputy City Administrator / Finance Officer

---

Attachments: 03/27/2024 Invoice GL Distribution Report