

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF MILWAUKEE TO PROVIDE LAW ENFORCEMENT SERVICES TO MILWAUKEE PUBLIC SCHOOLS FOR THE 2018-2019 SCHOOL YEAR

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF MILWAUKEE
AND
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES TO
MILWAUKEE PUBLIC SCHOOLS (AFTER SCHOOL PATROLS)**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT for the Provision of Law Enforcement Services to Milwaukee Public Schools (“Cooperation Agreement”) is entered into by and between the City of Milwaukee (“City”) and the Milwaukee Board of School Directors (“Board”).

WHEREAS, the Board and the City qualify as “municipalities” authorized to enter into contracts for the receipt or furnishing of services pursuant to Wisconsin Statute § 66.0301;

WHEREAS, the Board has determined that, due to disturbances at certain schools while students are entering and leaving the schools, extra police patrols would be beneficial;

WHEREAS, the Board recognizes that extra police patrols may be beneficial in areas surrounding Milwaukee Public Schools (“MPS”) schools yet to be determined;

WHEREAS, the Board has requested the City of Milwaukee Police Department (“MPD”) to provide patrol services in accordance with the terms and conditions of this Cooperation Agreement;

WHEREAS, Milwaukee Code of Ordinances 312-26 provides that the Chief of Police may execute certain agreements for additional law enforcement services over \$50,000 pursuant to the approval of the Milwaukee Common Council;

WHEREAS, the Chief of Police has agreed to specially assign police officers in accordance with the terms and conditions of this Cooperation Agreement;

WHEREAS, the Common Council has approved this Cooperation Agreement via Common Council Resolution File No. _____ adopted _____ and authorized the proper City officials to execute it on the City’s behalf; and

WHEREAS, the Board on _____ approved this Cooperation Agreement, authorizing the Board President and Superintendent to execute it on behalf of the Board;

NOW, THEREFORE, for good and valuable consideration hereinafter set forth, the parties agree as follows:

1. MPD shall furnish fully-marked police squads (“squads”) with uniformed officers as necessary to patrol each of the areas as mutually agreed between MPS and MPD in accordance with ¶ 3 below. The Chief of Police, or designee, and the MPS Director of

School Safety will mutually determine the appropriate staffing and deployment of uniformed officers.

2. The squads shall patrol the areas identified pursuant to ¶ 3 during hours mutually agreed upon between the MPS Director of the Division of School Safety and the MPD. On a weekly basis, the MPD Commander shall provide the MPS Director of School Safety with a written report of school-related activity, including, but not limited to school-related arrests, citations, and actual time worked. Any data or records related to juveniles shall only be provided if permitted by Wisconsin Statutes Chapter 48 and 938.

3. The purpose of this Cooperation Agreement is to improve the safety of students, staff and others while they are arriving, leaving or at the school, in the vicinity of the schools, and at school-related functions (e.g., proms and graduations) at off-site locations at various times. The areas to be patrolled and the times of the patrols shall be determined by mutual agreement between MPD and the MPS Director of School Safety and Security, taking into consideration which areas would benefit from the patrols.

4. At all times and under all circumstances under this Cooperation Agreement, MPD personnel shall remain under the sole command of MPD supervisors, and shall remain the employees of the City for any and all purposes whatsoever. The actions of the MPD personnel shall be governed by the policies and practices of the City and the MPD as exercised in the discretion of the City and Chief of Police. The Chief of Police may occasionally assign any or all of the officers described herein to other duties as required by Milwaukee Police Department staffing situations, during emergencies, or as specific situations present themselves to the Milwaukee Police Department or the individual officers, and any time devoted to such other duties shall not be considered time actually worked for purposes of payment under of this Agreement

5. The term of this Cooperation Agreement shall be August 13, 2018 to June 12, 2019.

6. The City shall be compensated for specially assigning MPD officers in accordance with this Cooperation Agreement at the actual overtime rate of the MPD officers performing services pursuant to this Cooperation Agreement. All monies paid pursuant to the terms of this Cooperation Agreement shall be paid into the Special Revenue Fund and total payments to the City shall not exceed \$60,000. The City shall submit bills to the Board on a monthly basis. The monthly billings shall be based upon the MPD's biweekly pay periods for police officers assigned to MPS events under this Cooperation Agreement in the previous month. Bills should be sent to Milwaukee Public Schools, Attention: Eduardo Negrón, 3841 West St. Paul Avenue, Milwaukee, Wisconsin 53208. Payments shall be made within 30 days of billing receipt and shall be sent to: Police Administration Building, Budget & Finance Division, 749 West State Street, Room 714, Milwaukee, Wisconsin 53233.

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

8. The City may, at its option, terminate this Cooperation Agreement upon failure of MPS to pay any amounts that may become due hereunder for a period of 45 days following the submission of appropriate billing and supporting documentation. Upon said termination, the City shall be paid the amounts due for all special assignments completed through the date of termination.

9. The Board may, at its option, terminate this Cooperation Agreement if the City fails to fulfill any of its obligations under this Cooperation Agreement in a timely and proper manner or violates any provision of this Cooperation Agreement. The Board shall thereafter have the right to terminate this Cooperation Agreement by written notification delivered to the Chief of Police specifying the alleged violation and the effective date of termination. The Chief of Police shall thereafter have five days to remedy the alleged violation. If the alleged violation is not remedied to the satisfaction of MPS after said five day period, the Board may terminate this Cooperation Agreement for cause. In the event of termination, the Board shall be liable only for special police assignments completed through the date of termination. As an alternative to termination, MPS retains the right to cancel the termination notice or delay the effective date of the notice of termination beyond the initial five day cure period, or otherwise establish appropriate procedures to avoid future violations.

10. The City and the Board shall be solely liable for all acts undertaken by their respective employees, agents and officers.

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

[Signatures follow on next page.]

**APPROVED:
MILWAUKEE PUBLIC SCHOOLS**

KEITH P. POSLEY, Ed.D.
Milwaukee Public Schools
Interim Superintendent of Schools
Date: _____

MARK A. SAIN, President
Milwaukee Board of School Directors
Date: _____

CITY ATTORNEY'S OFFICE

Approved as to form and execution this
____ day of _____, 2018.

CALVIN V. FERMIN
Assistant City Attorney

Approved as to form and execution this
____ day of _____, 2018.

ANDREA FOWLER
Assistant City Attorney

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**APPROVED:
CITY OF MILWAUKEE**

TOM BARRETT, Mayor
City of Milwaukee
Date: _____

JAMES R. OWCZARSKI, City Clerk
City of Milwaukee
Date: _____

COUNTERSIGNED:

MARTIN MATSON, Comptroller
City of Milwaukee
Date: _____

MILWAUKEE POLICE DEPARTMENT

ALFONSO MORALES, Chief of Police
Date: _____