

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE
CITY OF MILWAUKEE AND MILWAUKEE COUNTY FOR TRAUMA
INFORMED CARE RESPONSE**

This Intergovernmental Cooperation Agreement, (“Agreement”) is made by and between the City of Milwaukee, (“City”), acting by and through its Health Department and Police Department, and Milwaukee County, (“County”), acting by and through its Behavioral Health Division, (“BHD”), pursuant to § 66.0301, Wis. Stats.

WHEREAS, police officers, including those in the Milwaukee Police Department’s District 7, (“MPD D7”), are likely to encounter children who have witnessed or have been victimized by violent or otherwise traumatic events, but may lack the specialized training to meaningfully respond to the needs of or provide support to those children; and

WHEREAS, mental health professionals such as those in the BHD’s Wraparound Milwaukee, Mobile Urgent Treatment Team, (“MUTT”), who possess the specialized training to meaningfully respond to the needs of or provide support to the children who have witnessed or have been victimized by violent or otherwise traumatic events, are unlikely to encounter those children; and

WHEREAS, a partnership between MPD D7 and MUTT, will enable police officers to place children ages five to seventeen who have witnessed violent or otherwise traumatic events in touch mental health professionals who can meaningfully respond to the needs of and provide support to those children; and

WHEREAS, the 2015 City Budget, Common Council File Number 140001, passed November 11, 2014, appropriated \$250,000 for a Crisis Response for Trauma-Informed Care Counseling Special Purpose Account, 0001-3810-0001-S229-006300, (“SPA”); and

WHEREAS, the Common Council in File Number 141173 passed on December 16, 2014, authorized the City Health Department to expend the funds in the SPA; and

WHEREAS, the Common Council in File Number 150074 passed on June 2, 2015, authorized the City Health Commissioner to execute this Agreement; and

WHEREAS, the County is authorized to execute this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties set for the herein, the City and the County agree as follows:

- I. Covered Population. The children targeted by this Agreement are those residing in D7 through age seventeen who have been exposed to traumatic events, including those who have: witnessed domestic violence; experienced the death or serious injury of a loved one; suffered violent victimization at

school or in the community; witnessed violence at school or in the community; and have been impacted by a man-made disaster, including a serious automobile accident, fire, etc.

II. BHD will provide:

Trained clinicians in trauma assessment and treatment from the MUTT will be available 24/7 to provide phone consultation to D7 police officers to address immediate issues regarding the covered population.

Two clinicians from the MUTT will be assigned to conduct home visits, and follow-up visits as appropriate, either alone or paired with D7 police officers, to assess and provide services to the covered population and their families.

Training in trauma concepts from MUTT members to police officers in D7 and will participate in cross-training with other professionals covering human behavior, trauma, and appropriate policies and procedures.

As permitted and appropriate, the MUTT members will accompany D7 police officers on regular ride alongs to better understand the role of the police and how mental health clinicians may better support the role of the police.

MUTT will have the authority to assess and provide direct referral to the Wraparound Milwaukee REACH Program or to the Child Protection Center of Children's Hospital of Wisconsin for the covered population and their families requiring longer-term behavioral health services and support.

III. MPD will provide:

Participation in local and national Trauma Informed Training with MUTT members to help police officers identify the covered population.

Develop and provide to MUTT members criteria for referral of the covered population.

A D7 supervisor to act as a liaison with MUTT.

Ride alongs for MUTT members.

A monthly report containing the number of referrals to MUTT.

Works space for MUTT members, if needed, during the referral process.

IV. Term. This agreement shall commence on the date executed by all parties and shall remain in effect for one year, unless terminated for cause. It shall renew

for successive one-year terms unless terminated by either party for any reason, including non-availability of funds.

- V. Payments. Reimbursement will be made upon receipt of quarterly billings three months subsequent to the anniversary date of the execution of this Agreement and thereafter for actual expenditures in the previous quarter, pursuant to the budget attached as Exhibit A, and not to exceed \$250,000 in the first year of the Agreement.
- VI. Records. Both parties understand that they are bound by the Wisconsin Public Records Law, and as such, that all of the terms of this Agreement are conditioned upon the provisions of Wis. Stat. §§ 19.21 – 19.39. The parties acknowledge that they are obligated to retain and produced records that are subject to the Wisconsin Public Records Law, and that the Failure to do so shall constitute a material breach of this Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement. BHD shall not disclose records of children or records of juveniles received from MPD, except as permitted by law.
- VII. Liability. This Agreement does not create a joint venture or partnership between the parties, nor does either party agree to act as an agent for the other under this Agreement. Both parties agree to remain liable for their own acts and omissions under this Agreement and neither party intends to waive any immunities or defenses to which it may be entitled under statutory or common law.
- VIII. Legal Compliance. Each party warrants that it will comply with all applicable statutes, rules, orders, ordinances, requirements, and regulations, in the performance of this Agreement and that it is authorized by law to execute this Agreement on behalf of its organization.
- IX. Entire Agreement. This Agreement and attached Exhibits represents the entire understanding of the parties regarding the subject matter of this Agreement and supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that any amendment to this Agreement shall be executed by both parties in writing.
- X. Applicable Law. This Agreement shall be subject to and construed in accordance with the laws of the State of Wisconsin.

For the City:

Edward A. Flynn
Chief of Police

Date

Bevan Baker
Commissioner of Health

Date

Martin Matson
City Comptroller

Date

Assistant City Attorney
As to content, form, and execution

Date

For the County:

Patricia Schroeder, RN, MSN, MBA, FAAN
Administrator,
Milwaukee County Behavioral Health Department

Date