

**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’s 5 and 7 (“MPD D5” and “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 D5, 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 with mental health professionals who can meaningfully respond to the needs of and provide support to those children: and

**WHEREAS**, the 2017 City Budget, Common Council File Number 160001, passed November 22, 2016, appropriated \$180,000 for a Crisis Response for Trauma-Informed Care Counseling Special Purpose Account 0001-3810-S229-006300,(“SPA”); and

**WHEREAS**, the Common Council in File Number 160961 passed on December 13, 2016, authorized the City Health Department to expend the funds in the SPA; and

**WHEREAS**, the Common Council in File Number 161448 passed on \_\_\_\_\_, 2017, 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 D5 and 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 D5 and 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 D5 and 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 D5 and 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 D5 and 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:

Coordinate ride-along with officers and MUTT Clinicians on calls or follow-up for applicable incidents that may be beneficial for children and/or families. This includes referrals of officers and families in need of services.

Officers will make referrals to BHD clinicians and document in accordance with Milwaukee Police Standard Operating Procedure for Domestic Violence.

Coordinate to ensure shortest timeframe between event and first contact.

Create a monthly report of referral numbers and incidents to be shared with MHD and MPD. Provide designated workspace for MUTT Clinicians in both District 5 and 7 with access to the station to conduct necessary work.

MPD will participate in trainings on Trauma response.

Collaborate on community outreach events and materials to increase awareness regarding the partnership and project.

Monthly meetings to be conducted with our partners MPD, MUTT, and OVP-MHD.

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 \$189,585 in the first year for 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 statues, 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 express agree that any amendment to his 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:

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Edward A. Flynn  
Chief of Police

\_\_\_\_\_  
Date

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Bevan K. Baker, FACHE  
Commissioner of Health

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Date

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Martin Matson  
City Comptroller

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Date

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Assistant City Attorney  
As to content, form, and execution

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Date

For the County:

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

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Date