

**Grant /Cooperation Agreement
Between the City of Milwaukee and
The Milwaukee Board of School Directors
for the Provision of Law Enforcement Services to MPS**

This Intergovernmental Cooperative Agreement for the Provision of Law Enforcement Services to Milwaukee Public Schools ("Cooperative Agreement") is entered into this ____ day of _____, 2005 by and between the City of Milwaukee, acting through its Chief of Police Nannette H. Hegerty, and the Milwaukee Board of School Directors ("Board"), acting through its President, Kenneth Johnson.

Whereas, the Board and the City of Milwaukee both 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 non-students have been creating disturbances by confronting students, staff and others associated with the five high schools listed herein while the latter are leaving the schools and in the vicinity of the schools;

Whereas, the Board acting pursuant to section 66.0301 has requested the City of Milwaukee Police Department ("MPD") to provide patrol services more precisely defined herein to the five area high schools listed herein between 3:00 p.m. until 4:30 p.m. on each school day;

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

Whereas, the Common Council has approved this Cooperative Agreement via Common Council Resolution File No. _____ adopted _____ and authorized the Chief to execute it on the City's behalf; and

Whereas, the Board on _____ approved this Cooperative Agreement authorizing the Board President to execute it on behalf of MPS;

Now Therefore, for good and valuable consideration hereinafter set forth, the parties agree as follows:

1. MPD will furnish fully-marked police squads ("squads") with 2 on-duty officers to patrol each of the areas constituting and directly surrounding the following five high schools: Washington High School, 2525 North Sherman Boulevard, Madison University High School, 8135 West Florist Avenue, Custer High School, 5075 North Sherman Boulevard, Pulaski High School, 2500 West Oklahoma Avenue, and Bayview High School, 2751 South Lenox Street.

2. The squads shall patrol the above-defined areas during the hours of 3:00 p.m. until 4:30 p.m. on each school day;

3. For purposes of this Cooperative Agreement, a school day is defined as days that high school students are scheduled to attend class according to the Milwaukee Public Schools 2005-2006 School Calendar, attached as Exhibit A and herein incorporated by reference;

4. The purpose of this Cooperative Agreement is to improve the safety of students, staff and others associated with the five area high schools listed herein while they are leaving the schools and in the vicinity of the schools at the end of the school day;

5. At all times and under all circumstances under this Cooperative Agreement, MPD personnel shall remain under the sole command of MPD supervisors, and shall remain the employees of the City of Milwaukee for any and all purposes whatsoever. The action of the MPD personnel shall be governed by the policies and practices of the City and the MPD as exercised in the discretion of the City and Chief;

6. The term of this Cooperative Agreement shall be from the October 31, 2005 to December 21, 2005;

7. The City shall be compensated for specially assigning MPD officers in accordance with this Cooperative Agreement at) actual overtime rate of the MPD officers performing services pursuant to this Cooperative Agreement. Total payments to the City under this Cooperative Agreement shall not exceed \$22,000. 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 Cooperative Agreement in the previous month. Bills should be sent to Milwaukee Public Schools, Attention: Michelle Nate, P.O. Box 2181, Milwaukee, Wisconsin, 53201-2181. Payments shall be made within 30 days of billing receipt and shall be sent to: Police Administration Building, Budget & Finance Division, 749 W. State Street – Room 714, Milwaukee, WI 53233.

8. Either party may terminate this Cooperative Agreement without cause upon delivery of a written notice to the other party specifying that the Cooperative Agreement shall be terminated no sooner than 5 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.

9. The City may, at its option, terminate this Cooperative 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 completed date of termination.

10. MPS may, at its option, terminate this Cooperative Agreement if the City fails to fulfill any of its obligations under this Cooperative Agreement in a timely and proper manner, violates any provisions of this Cooperative Agreement, or fails to meet these goals set forth in section 4 of this Cooperative Agreement. MPS shall thereafter have the right to terminate this

Cooperative Agreement by written notification delivered to the Chief specifying the alleged violation and the effective date of termination. The Chief shall thereafter have 5 days to remedy the alleged violation. If the alleged violation is not remedied to the satisfaction of MPS after said 5 day period, MPS may terminate this Cooperative Agreement for cause. In the event of termination, MPS 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 5 day cure period, or otherwise establishes appropriate procedures to avoid future violations.

11. The City and MPS shall be solely liable for all acts undertaken by their respective employees, agents and officers.

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

The parties have executed this Cooperative Agreement on this _____ day of _____, 2005.

APPROVED:

CITY OF MILWAUKEE

MILWAUKEE BOARD OF SCHOOL
SCHOOL DIRECTORS

By: Nannette H. Hegerty, Chief
Milwaukee Police Department

By: Kenneth Johnson, President
Milwaukee Board of School Directors

Countersigned:

Comptroller

Approved as to execution, form
and content by:

Deputy City Attorney