

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

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”), acting through its President Joseph E. Dannecker.

Whereas, the Board and the City 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 due to disturbances surrounding Milwaukee public area schools while students are entering and leaving the schools, extra police patrol would be beneficial;

Whereas, the Board recognizes that extra police patrols may be beneficial in areas surrounding MPS schools yet to be determined;

Whereas, the Board acting pursuant to section 66.0301 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, the Chief 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 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 schools that the Director of School Safety for MPS and the Milwaukee Police Department mutually determine would benefit from the patrols;

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, and/or at such times as mutually agreed upon between the Director of School Safety and the Milwaukee Police Department;

3. For purposes of this Cooperation Agreement, a school day is defined as days that the targeted school(s) are in class according to the Milwaukee Public Schools 2006-2007 School Calendar, attached as Exhibit A and herein incorporated by reference;

4. The purpose of this Cooperation Agreement is to improve the safety of students, staff and others associated with the area schools;

5. 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 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 Cooperation Agreement shall be during the 2006-2007 MPS school year.

7. The City shall be compensated for specially assigning MPD officers in accordance with this Cooperation Agreement at 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 Reimbursable Services Advance Fund and total payments to the City shall not exceed \$40,000. 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: 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 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 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 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 completed date of termination.

10. MPS 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, violates any provisions of this Cooperation Agreement, or fails to meet these goals set forth in section 4 of this Cooperation Agreement. MPS shall thereafter have the right to terminate this Cooperation 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 Cooperation 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 Cooperation Agreement is intended to reduce or eliminate the law enforcement jurisdiction which the City, Chief and MPD would have in the absence of this Cooperation Agreement.

The parties have executed this Cooperation Agreement on this ____ day of _____, 2006.

APPROVED BY:
CITY OF MILWAUKEE

MILWAUKEE BOARD OF SCHOOL
SCHOOL DIRECTORS

By: Thomas Barrett, Mayor
City of Milwaukee

By: Joseph E. Dannecker, President
Milwaukee Board of School Directors

By Ronald D. Leonhardt
City Clerk
Countersigned:

By: W. Martin Mories
Comptroller