

Intergovernmental Cooperation Agreement Between the City of Milwaukee and the Milwaukee Board of School Directors for the Implementation of the Safe Routes To School Program.

This Intergovernmental Cooperation Agreement for the Implementation of the Safe Routes to School program ("Cooperation Agreement") is entered into by and between the City of Milwaukee ("City") and the Milwaukee Board of School Directors ("Board") on behalf of Milwaukee Public Schools ("MPS").

Whereas, the Board and the City both qualify as "municipalities" authorized to enter into Cooperation Agreements for the receipt or furnishing of services pursuant to Wisconsin Statute § 66.0301;

Whereas, on December 20, 2005, the Board adopted Resolution 0506R-013 by Director Spence endorsing the Safe Routes to School program and authorizing the Administration to pursue further funding;

Whereas, on December 21, 2006, the Board authorized the acceptance of lost, stolen or abandoned bicycles donated from the Milwaukee Police Department, thus allowing implementation of a program to repair and distribute the donated bicycles and expand participation in the Safe Routes to School Program;

Whereas, on _____, the District received a grant from the Wisconsin Department of Transportation to continue the Safe Routes to Schools program during the 2008-2009 school year through the 2010-2011 school year;

Whereas, the Department of Transportation grant provides \$25,000 for the City of Milwaukee Police Department to provide stepped-up traffic enforcement in the safe routes areas to ensure the safety of the children biking to school;

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 May 29, 2008, approved this Cooperation Agreement and authorized the Board President and the Superintendent to execute it on behalf of the entire Board;

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

1. As part of the implementation of the Safe Routes to Schools program, Milwaukee Public Schools and the Milwaukee Police Department shall mutually agree upon appropriate, targeted traffic law enforcement areas at all participating schools. The goal of this stepped-up traffic enforcement is to both increase the safety of the children biking to-and-from school, and to increase the perception of the safety education message to the public.

2. Milwaukee Police Department will provide stepped-up enforcement of traffic laws in the targeted area during each school day from 7 a.m. to 9 a.m. and from 2 p.m. to 4 p.m., or as otherwise mutually agreed.

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 then-current Milwaukee Public School Calendars, which are herein incorporated by reference.

4. At all times and under all circumstances under this Cooperation Agreement, Milwaukee Police Department personnel shall remain under the sole command of Milwaukee Police Department supervisors, and shall remain the employees of the City of Milwaukee for any and all purposes whatsoever. The action of the Milwaukee Police Department personnel shall be

governed by the policies and practices of the City and the Milwaukee Police Department as exercised in the discretion of the City and Chief.

5. The term of this Cooperation Agreement shall be from July 1, 2008, (or, if later, the date of both Board and Common Council approval) through June 30, 2011.

6. The City shall be compensated for specially assigning Milwaukee Police Department officers in accordance with this Cooperation Agreement at actual overtime rate of the Milwaukee Police Department officers performing services pursuant to this Cooperation Agreement. Compensation pursuant to the terms of this Cooperative Agreement shall be paid into the Reimbursable Services Advance Fund and total payments to the City shall not exceed \$25,000. Invoices should be submitted to Milwaukee Public Schools, Attention: Margaret Barrett, 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.

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 30 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. This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, the Board shall provide notice of the same to the City. The Cooperation Agreement shall be terminated upon receipt of such notice, with both parties being relieved of further obligations. Upon said termination, the City shall be paid the amounts due for all special assignments completed through the completed date of termination.

9. The City may, at its option, terminate this Cooperation Agreement upon failure of the Board to pay any amounts that may become due hereunder for a period of 60 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. Milwaukee Public Schools 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 provisions of this Cooperation Agreement. Milwaukee Public Schools may 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 30 days to remedy the alleged violation. If the alleged violation is not remedied to the satisfaction of Milwaukee Public Schools after said 30-day period, Milwaukee Public Schools 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.

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

The parties have executed this Cooperation Agreement on this _____ day of _____, 2008.

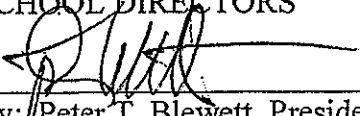
APPROVED BY:
CITY OF MILWAUKEE

By: Thomas Barrett, Mayor
City of Milwaukee


By Ronald D. Leonhardt
City Clerk
Countersigned:

By: W. Martin Morics
Comptroller

MILWAUKEE BOARD OF SCHOOL
SCHOOL DIRECTORS



By: Peter T. Blewett, President
Milwaukee Board of School Directors



William G. Andreopoulos
Superintendent
Milwaukee Public Schools 