

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF MILWAUKEE
AND
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES FOR
THE MIDNIGHT SPORTS LEAGUE**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (“Agreement”) for the provision of law enforcement services to Milwaukee Public Schools (“MPS”) for the Midnight Sports League is entered into by and between the City of Milwaukee (“City”) and the Milwaukee Board of School Directors (“Board”).

WHEREAS, the Board and the City 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 created the MPS Community and Recreation Engaging Students (MPS C.A.R.E.S.) program to provide safe spaces for young people and to provide community access to resources;

WHEREAS, the MPS C.A.R.E.S. program will be launching a Midnight Sports League (“League”) to engage young men and women in the City of Milwaukee who are at risk for participating in or being victims of crime;

WHEREAS, the City supports the mission and objectives of the League, and the City and City’s Office of Violence Prevention have coordinated with the Board to implement the League;

WHEREAS, the Board also has the support and partnership of the Milwaukee Bucks, the Running Rebels Community Organization, Safe and Sound, the City of Milwaukee Fire and Police Commission, and the City of Milwaukee Police Department (“MPD”) to implement the League;

WHEREAS, the Board has requested that MPD provide patrol services and program enrichment in accordance with the terms and conditions of this Agreement;

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

WHEREAS, the Common Council has approved this 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 Agreement, authorizing the Board President and Superintendent to execute it on behalf of the Board;

NOW, THEREFORE, for good and valuable consideration hereinafter set forth, the parties agree as follows:

1. The purpose of this Agreement is to improve the safety of the League for everyone while they are arriving to, leaving from, and participating in the League events.
2. League Details:
 - a. The inaugural 2017 League shall take place at one (1) designated school: Bradley Technology and Trade School, 700 S. 4th Street, Milwaukee, Wisconsin 53204. Additional sites may be added upon the mutual agreement of the parties.
 - b. The Board shall implement three (3) ten-week League seasons in the 2017 League year. The 2017 League year shall commence on March 1, 2017.
 - c. The League shall operate both on Wednesday and Saturday of each week of each season. The League shall operate from 7:00 pm until 12:00 am (midnight) on each League night.
 - d. The League will be open for participation to city of Milwaukee residents who are 17-25 years of age.
 - e. The League events and programming are expected to be the following:
 - i. Enrichment programming, which may include guest speakers and other community resources providing information on such topics as employment, education, fatherhood, driver's license recovery, and Alcohol and Other Drug Abuse (AODA).
 - ii. Basketball tournament play, which is expected to begin at 8:00 pm on each League night.
 - iii. A video game tournament as an additional offering during League play.
 - iv. A disc jockey (DJ) on each League night.
3. City's Responsibilities:
 - a. MPD shall furnish a fully-marked police squad ("squad") with two (2) uniformed officers to patrol each of the interior areas within the designated school that will house League events and programming, as well as those exterior areas of the designated school that MPD determines would benefit from the patrols. The Chief of Police, or designee, will determine the appropriate deployment of uniformed officers.

- b. The squad shall patrol the above-defined areas each League night continuously from 7:30pm until 12:30am.
 - c. At all times and under all circumstances under this Agreement, MPD personnel shall remain under the sole command of MPD supervisors, and shall remain the employees of the City for any and all purposes whatsoever. The actions 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 of Police.
4. Board's Responsibilities:
- a. The Board shall provide access for the specially assigned MPD officers to the above-defined areas of the designated school(s) as necessary for MPD to fulfill its obligations under this Agreement.
5. Compensation:
- a. The Board shall compensate the City for those MPD officers specially assigned in accordance with this Agreement at the actual overtime rate for the MPD officers of \$58.50 per hour. All monies paid pursuant to the terms of this Agreement shall be paid into the Special Revenue Fund and total payments to the City shall not exceed \$11,700 for each ten-week season, or \$35,100 for the inaugural 2017 League year, except that the Board shall set aside \$5,000 into a contingency fund in case any special circumstances arise that require additional police time at the League. The total funds expended under this Agreement shall not exceed \$40,100 unless the parties mutually agree in writing to a modification of the terms of compensation.
 - b. 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 League events under this Agreement in the previous month. The Board shall accept those bills submitted monthly by the City and sent to: Andrew Rossa, Milwaukee Public Schools Recreation, Room 162, 5225 West Vliet Street, Milwaukee, Wisconsin 53208. The Board will make every effort to make payments within 30 days of billing receipt and payments shall be sent to: Police Administration Building, Budget & Finance Division, 749 West State Street, Room 714, Milwaukee, Wisconsin 53233.
6. Termination:
- a. Either party may terminate this Agreement without cause upon delivery of a written notice to the other party specifying that the Agreement shall be terminated no sooner than thirty (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.

- b. The City may, at its option, terminate this Agreement for cause 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, or if the Board fails to fulfill any of its obligations under this Agreement in a timely and proper manner or violates any provision of this Agreement. The Chief of Police shall thereafter have the right to terminate this Agreement by written notification delivered to the MPS Superintendent specifying the alleged violation and the effective date of termination. The MPS Superintendent shall thereafter have five days to remedy the alleged violation. If the alleged violation is not remedied to the satisfaction of the Chief of Police after the five-day period, the Chief of Police may terminate this Agreement for cause. In the event of termination, the City shall be paid the amounts due for all special assignments completed through the date of termination.
 - c. The Board may, at its option, terminate this Agreement for cause if the City fails to fulfill any of its obligations under this Agreement in a timely and proper manner or violates any provision of this Agreement. The Board shall thereafter have the right to terminate this Agreement by written notification delivered to the Chief of Police specifying the alleged violation and the effective date of termination. The Chief of Police shall thereafter have five days to remedy the alleged violation. If the alleged violation is not remedied to the satisfaction of the Board after the five-day period, the Board may terminate this Agreement for cause. In the event of termination, the Board shall be liable only for special police assignments completed through the date of termination. As an alternative to termination, the Board retains the right to cancel the termination notice or delay the effective date of the notice of termination beyond the initial five-day cure period, or otherwise establish appropriate procedures to avoid future violations.
7. The City shall be solely liable for all acts undertaken by its employees, agents and officers.
 8. The Board shall be solely liable for all acts undertaken by its employees, agents and officers.
 9. Nothing in this Agreement is intended to reduce or eliminate the law enforcement jurisdiction which the City, Chief of Police and MPD would have in the absence of this Agreement.
 10. The term of this Agreement shall be from March 1, 2017 until the last League night of the third League season of 2017, inclusive of said dates, but in no case shall this Agreement extend beyond December 31, 2017 except by written amendment.

**APPROVED:
MILWAUKEE PUBLIC SCHOOLS**

MILWAUKEE POLICE DEPARTMENT

DARIENNE B. DRIVER, Ed.D.
Milwaukee Public Schools
Superintendent

EDWARD A. FLYNN, Chief of Police

Date: _____

Date: _____

MARK A. SAIN, President
Milwaukee Board of School Directors

Date: _____

CITY ATTORNEY'S OFFICE
Approved as to form and execution this
____ day of _____, 2017.

CITY ATTORNEY'S OFFICE
Approved as to form and execution this
____ day of _____, 2017.

CALVIN V. FERMIN
Assistant City Attorney

ANDREA FOWLER
Assistant City Attorney

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