

**(ATTACHMENT 11) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS**

**INTERGOVERNMENTAL AGREEMENT FOR  
A TRUANCY ABATEMENT AND BURGLARY SUPPRESSION PROGRAM  
"TABS" PROGRAM  
BETWEEN  
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS  
AND  
THE CITY OF MILWAUKEE**

**THIS AGREEMENT** is between THE City of Milwaukee (hereinafter "City") and the Milwaukee Board of School Directors (hereinafter, "MPS").

**WHEREAS**, In 1993 the Truancy Abatement Burglary Suppression Program (hereinafter "TABS" Program) was established to confront the issue of truancy and juvenile crime in the Milwaukee community; and

**WHEREAS**, The TABS Program began as a collaborative effort between the City, MPS, the Boys and Girls Club of Greater Milwaukee (hereinafter "Club"), and the Milwaukee County Sheriff's Department (hereinafter, "Sheriff's Department"); and

**WHEREAS**, 1995 Wis. Act 27 created Wis. Stat. § 119.55(2), which requires that beginning on July 1, 1996, MPS shall assume financial responsibility for the TABS Program, including but not limited to, responsibility for payment to the City of a sum sufficient to pay the costs of salaries and fringe benefits of four law enforcement officers to work on truancy abatement and burglary suppression on a full-time basis; and

**WHEREAS**, MPS is required by Wis. Stat. §199.55(1)(a) & (b), to establish two youth service centers for the counseling of children who are taken into custody under Wis. Stat. § 938.19(l)(d)10, for being absent from school without an acceptable excuse under Wis. Stat. 118.15, and to contract with the Club for the operation of the established two youth service centers; and

**WHEREAS**, Prior to the 2003-2004 school year, MPS entered into a contract with the Club that required the Club to enter into a contract with the Sheriff's Department for the provision of one deputy sheriff to be assigned at each of the two youth service centers; and

**WHEREAS**, Subsequent to the execution of the August 2003 contract, the Sheriff's Department indicated it was no longer willing to provide services under the TABS Program; and

**WHEREAS**, The City of Milwaukee Police Department has performed the services that were previously performed by two deputy sheriffs and the costs for the salaries and fringe benefits of these law enforcement officers have been reimbursed by MPS in the same manner that MPS pays for that statutorily required four law enforcement officers; and

**WHEREAS**, In consideration of the mutual benefits to be provided to the City and to MPS and under the authority granted to the City and MPS in Wis. Stat. § 66.30, and under the directive of Wis. Stat. § 119.55, the parties enter into the following intergovernmental cooperative agreement;

**IT IS HEREBY AGREED**, by and between the parties, as follows:

**1. CITY'S RESPONSIBILITIES:**

A. Statutorily Required Four Law Enforcement Officers.

City shall assign four law enforcement officers to work on the TABS Program on a full-time basis during the 2014-2015 school-year in accordance with the Truancy Abatement and Burglary Suppression Program Operations Manual, attached hereto as Appendix A and incorporated herein by reference, and as Appendix A may be amended from time to time. It is expressly understood that the law enforcement officers assigned to work on the TABS Program by City are and shall remain employees of the City and that MPS, by virtue of payments made under Sec. II.A., pursuant to Wis. State §119.55(2), is not their employer and does not exercise any control or have any actual or apparent authority over the activities of said officers.

The four law enforcement officers assigned to the TABS Program shall patrol the City, respond to calls of suspected truancy, make investigative steps of suspected truants, check to ensure that the youths are not wanted for criminal offenses (in which case the youths are not to be transported to a youth service center), convey those youths who are identified as truants and who are picked up between the hours of 8:00 A.M. and 2:00 P.M. to a youth service center (Mary Ryan Branch of the Boys and Girls Club located at 3000 North Sherman Boulevard, Milwaukee, Wisconsin if the truant is picked up north of Wisconsin Avenue and Don and Sallie Davis Branch located at 1975 South 24<sup>th</sup> Street, Milwaukee, Wisconsin, if the truant is picked up south of Wisconsin Avenue), provide security support as may be needed at the youth service center, fill out a TABS contact card for each youth contacted on the street, compile statistical data on youth stopped for truancy, provide statistical data and an analysis of the level of day-time crime during school hours, and perform all duties required of the four law enforcement officers as described in Appendix A, and as Appendix A may be amended from time to time.

B. Additional Two Law Enforcement Officers.

City shall assign two law enforcement officers to work on the TABS Program on a full-time basis during the 2014-2015 school-year to perform the services that were previously performed by two deputy sheriffs. The City shall assign one law enforcement officer to each of the youth service centers to promote safety of staff and youth by searching the youth brought to the center, verbally disciplining the youth who need re-direction, arresting youth who are out of control and who pose a threat to the safety of others in violation of the law, transporting youth under the age of 15 to their homes, counseling parents, and performing each other duties as may be required in Appendix A, and as Appendix A may be amended from time to time. It is expressly understood that the law enforcement officers assigned to work on the TABS Program by City are and shall remain employees of the City and that MPS, by virtue of payments made under Sec. II.A., is not their employer and does not exercise any control or have any actual or apparent authority over the activities of said officers.

II. MPS RESPONSIBILITIES:

A. MPS shall pay the City a sum sufficient to pay the costs of salaries and fringe benefits of the six law enforcement officers assigned to work on truancy abatement and burglary suppression on a full-time basis. MPS may be charged for overtime for one or more law enforcement officers performing services under this Agreement so long as total payment under this Agreement does not exceed ~~Six Hundred Fifty Five Thousand Dollars~~ Four Hundred Thirty Five Thousand Dollars (\$435,000.00). Payment shall be made in accordance

with the following payment schedule upon completion of the TABS Program Request for Funds Form attached hereto as Appendix:

1. Four Hundred Thirty Five Thousand Dollars (\$435,000.00) within 30 days after countersignature of the Comptroller of this Agreement.
  
2. ~~Three Hundred Twenty Seven Thousand Five Hundred Dollars (\$327,500.00) on or before June 1, 2015.~~

APPROVED:  
MILWAUKEE PUBLIC SCHOOLS

APPROVED:  
CITY OF MILWAUKEE

\_\_\_\_\_  
DARIENNE B. DRIVER, Ed.D.  
Acting Superintendent of Schools

\_\_\_\_\_  
TOM BARRETT, Mayor  
City of Milwaukee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL BONDS, Ph.D., President

\_\_\_\_\_  
JAMES R. OWCZARSKI, City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
KRISTEN DECATO, Director  
Procurement and Risk Management  
Milwaukee Public Schools

\_\_\_\_\_  
MARTIN MATSON, Comptroller  
City of Milwaukee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

THE TERMS OF THIS INTERGOVERNMENTAL AGREEMENT ARE HEREBY APPROVED:

MILWAUKEE POLICE DEPARTMENT

\_\_\_\_\_  
EDWARD A. FLYNN  
Chief of Police

Date: \_\_\_\_\_

Reviewed by MPS Division of Insurance and Risk Management

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to appropriate use of form and independent contractor status by MPS Department of Finance under the Truancy Abatement and Burglary Suppression Program (TABS)

By: \_\_\_\_\_ Date: \_\_\_\_\_

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