

(ATTACHMENT 1) ACTION ON A REQUEST TO ENTER INTO AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH THE CITY OF MILWAUKEE AND THE TRUANCY ABATEMENT AND BURGLARY SUPPRESSION (TABS) PROGRAM

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR
A TRUANCY ABATEMENT AND BURGLARY SUPPRESSION 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 and 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 the “Club”), and the Milwaukee County Sheriff’s Department (hereinafter the “Sheriff’s Department”); and

WHEREAS, 1995 Wis. Act 27 created Wis. Stat. § 119.55(2), which requires that beginning on July 1, 1996, MPS 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. § 119.55(1)(a) & (b), to establish two youth service centers for the counseling of children who are taken into custody under Wis. Stat. § 938.19(1)(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 the statutorily-required four law enforcement officers; and

WHEREAS, by letter dated August 7, 2018, Club declined to contract with MPS to operate the youth service centers, and Club declined to allow its facilities to be used for the two youth service centers; and

WHEREAS, in consideration of the mutual benefits to be provided to City and to MPS and under the authority granted to City and MPS in Wis. Stat. § 66.0301, under the directive of Wis. Stat. § 119.55, and pursuant to Milwaukee City Ordinance 312-26, the parties enter into the following intergovernmental cooperative agreement;

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

I. CITY'S RESPONSIBILITIES:

A. Statutorily Required Four Law Enforcement Officers.

In accordance with the Truancy Abatement and Burglary Suppression Program Operations Manual, attached hereto as Appendix A and incorporated herein by reference and which may be amended from time to time, City shall assign four law enforcement officers to work on the TABS Program on a full-time basis for 163 student contact days (days in which school is in session for students as indicated on the MPS Traditional Calendar) from September 3, 2019, through May 22, 2020. 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. MPS, by virtue of payments made pursuant to Wis. Stat. § 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 Chief of Police may occasionally assign any or all of the four officers described herein to other duties as required by the Milwaukee Police Department during emergencies or as specific situations present themselves to the Milwaukee Police Department or the individual officers, and any time devoted to such other duties shall not be considered time actually worked under this Agreement for purposes of payment.

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 the designated youth service center located at the Milwaukee Public Schools Facilities & Maintenance Building, 1124 N. 11th Street, Milwaukee, WI, 53233.

The officers also will 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 (provided that City shall not share data or records with MPS unless City is permitted to do so by Wisconsin Statutes Chapters 48 and 398), 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.

B. Additional Law Enforcement Officers.

The parties agree that success in the TABS Program is aided by outreach to students and that the Freshman Bridge Program provides the best opportunity for student outreach at the start of high school. As such, City shall assign up to six law enforcement officers to work on the Freshman Bridge Program on a full-time basis from August 1, 2019, through August 2, 2019, depending on MPD's other staffing at the time. ~~The six~~ These law enforcement officers shall also participate in a half-day preparation day on July 31, 2019, or on a date as otherwise mutually agreed between the parties. In collaboration with MPS, City will assign these law enforcement officers to provide outreach/presentations to incoming ninth-grade students at various schools as mutually agreed. It is expressly understood that the law enforcement officers assigned to work on the Freshman Bridge Program by City are, and shall remain, employees of the City. MPS, by virtue of payments made pursuant to Wis. Stat. § 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 Chief of Police may occasionally assign any or all of the ~~six~~ officers described herein to other duties as required by Milwaukee Police Department staffing situations, during emergencies, or as specific situations present themselves to the Milwaukee Police Department or

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the individual officers, and any time devoted to such other duties shall not be considered time actually worked under this Agreement for purposes of payment.

II. MPS RESPONSIBILITIES:

MPS shall pay City a sum sufficient to pay the costs of salaries and fringe benefits (~~(\$71.68 per hour)~~ of the four law enforcement officers assigned to work on the TABS Program and ~~the six any additional~~ law enforcement officers assigned to work on the Freshman Bridge Program for time actually worked under this Agreement. 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 Four Hundred Thousand Dollars (\$400,000.00). Payment shall be made in two installments as identified below, following completion of the "TABS Program Request for Funds Form" attached hereto as Appendix B and submission of all appropriate billings:

A. By January 31, 2020, City will provide a billing to MPS for services provided under this Agreement which details time actually worked by the officers from September 3, 2019, through December 31, 2019, as well as time actually worked by the officers on the Freshman Bridge Program, to reconcile payment under this Agreement for such services. Payment under this first installment shall be made within thirty (30) days of receipt of billings and shall not exceed Two Hundred Thousand Dollars (\$200,000.00).

By June 15, 2020, City will provide a billing to MPS for services provided under this Agreement which details time actually worked by the officers from January 1, 2020, through May 22, 2020, to reconcile payment under this Agreement for such services. Payment under this second installment shall be made within thirty (30) days of receipt of billings and shall not exceed the remainder of the Four Hundred Thousand Dollars (\$400,000.00) available after the first installment payment.

B. III. MISCELLANEOUS TERMS

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

B. Nothing in this Cooperation Agreement is intended to reduce or eliminate the law enforcement jurisdiction which the City, Chief of Police, and the Milwaukee Police Department would have in the absence of this Agreement.

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THE TERMS OF THIS INTERGOVERNMENTAL AGREEMENT ARE HEREBY APPROVED:

MILWAUKEE BOARD OF SCHOOL DIRECTORS

CITY OF MILWAUKEE

KEITH P. POSLEY, Ed.D.
Superintendent of Schools

TOM BARRETT, Mayor

Date: _____

Date: _____

LARRY MILLER, President
Milwaukee Board of School Directors

JAMES R. OWCZARSKI, City Clerk

Date: _____

Date: _____

Martha Kreitzman, Chief Financial Officer
Office of Finance

MARTIN MATSON, Comptroller

Date: _____

Date: _____

CITY ATTORNEY'S OFFICE

MILWAUKEE POLICE DEPARTMENT

Approved as to form and execution
this ____ day of _____, 20__.

ALFONSO MORALES
Chief of Police

CALVIN V. FERMIN
City Attorney's Office

Date: _____

Approved as to form and execution
this ____ day of _____, 20__.

ANDREA FOWLER
City Attorney's Office

Budget Code: STV-0-0-TAB-DW-ECTS

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APPENDIX A

**Truancy Abatement and Burglary Suppression Program
Operations Manual 2019-2020**

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APPENDIX B

**TABS PROGRAM
REQUEST FOR FUNDS FORM**

INVOICE NUMBER _____

CONTRACT PERIOD _____

AMOUNT REQUESTED _____

ADDRESS CHECK SHOULD
BE MAILED TO:

CONTRACTOR'S NAME
City of Milwaukee

PART A: FUND REQUEST:

TOTAL CONTRACT AMOUNT \$400,000.00

Current Request for Funds:

Cost for services performed from September 3, 2019,
through December 31, 2019 (not to exceed \$200,000.00).
Billings are attached.

\$ _____

Cost for services performed from January 1, 2020,
through May 22, 2020.
Billings are attached.

\$ _____

TOTAL CASH REQUEST \$ _____

Contract Balance to Date \$ _____

PART B: CERTIFICATION:

I certify that the data reported above is correct and that all amounts are in accordance with the contract agreement.

PRINT/TYPE NAME

TITLE

SIGNATURE

DATE