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AGREEMENT BETWEEN CITY OF MILWAUKEE and MILWAUKEE COUNTY

This Agreement entered into as of the last date appearing in the signature block below, by and between the City of Milwaukee (“City”), a municipal body corporate, and the County of Milwaukee (“County”), a municipal body corporate.

RECITALS:

WHEREAS, the City and the County share a common natural resource of the Menomonee River and have interests to protect this valuable resource; and

WHEREAS, the City and the County are co-permittees in a watershed-based storm water permit issued to both parties by the Wisconsin Department of Natural Resources (WDNR); and

WHEREAS, the municipalities of Greenfield, Wauwatosa, and West Allis are also co-permittees; and

WHEREAS, the permit requires that the permittees shall jointly pursue and implement a project of unspecified scope or magnitude, hereafter referred to as the “Joint Project”, prior to the end of the term of the current permit (ending December 2017); and

WHEREAS, the scope of the Joint Project can be developed by co-permittees and must be approved by the WDNR to satisfy the permit provision; and

WHEREAS, Milwaukee County is currently in the process of reconstructing the Menomonee River Parkway (MRP), located on the east side of the Menomonee River and bordering the City of Milwaukee and the City of Wauwatosa; and

WHEREAS, the roadway reconstruction will include certain storm water best management practices (BMPs) as part of the base design in order to satisfy project-specific permit needs, but additional BMPs could be added to serve as the Joint Project; and

WHEREAS, the City and County believe that inclusion of additional BMPs in MRP could satisfy Joint Project requirement, pending WDNR approval; and

WHEREAS, the City and the County agree to share in the cost of the Joint Project elements; and

WHEREAS, other co-permittees may participate in the Joint Project if they agree to share in the cost of the Joint Project as established under separate Memorandum(s) of Understanding; and

WHEREAS, the municipalities of Greenfield, Wauwatosa, and West Allis have expressed interest in participating in the Joint Project under separate Memorandums of Understanding; and

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WHEREAS, any storm water pollution discharge credits that are generated as a result of the Joint Project shall be shared by City or County, as well as other participating co-permittees, in direct proportion to their relative cost share.

NOW, THEREFORE, it is agreed between the parties, that in consideration of the mutual promises made hereto:

AGREEMENT:

1. Design and Construction of the Joint Project
 - a. The County to Design and Construct the Joint Project. The County shall design and build the Joint Project, that shall consist of one or more BMPs for managing storm water runoff from the MRP.
 - b. City Participation in Costs of Construction of the Project. The City agrees to fund a portion of the Joint Project in an amount divided between participants in the Joint Project. The amount of funding provided by the City shall not to exceed \$_____.
 - c. Plan Review, Engineering Services and other Engineering Considerations.
 - i. The County shall provide the City with plans and specifications for the Joint Project to review and approve prior to the start of construction.
 - ii. The County shall provide as-built drawings, acceptable to the City, within 60 days after the County determines the Project is substantially complete.
 - iii. The County shall permit designated City staff to enter the County-owned parkway for purposes of inspection of the Joint Project
 - d. The County shall submit the Joint Project plan, on behalf of the project participants, to the WNDR for their approval.
 - e. The cost of construction and 2-year maintenance shall be costs to be shared jointly by participants in the Joint Project.
2. Payment. The County shall submit an invoice to the City for the City's share of the project cost. The first invoice will be sent following execution of the construction contract and this agreement, and shall provide a breakdown accounting of the costs of the Joint Project elements. To expedite the payment of invoices under this Agreement, all invoices shall be sent directly to the following address:

Xx
3. Reports. At the end of every three (3) month period during the Joint Project, the County shall provide a written report to the City describing the progress made on the design or construction of the project during the preceding three (3) month period.
4. Materials. The County shall furnish all materials, equipment, and supplies needed for the Joint Project.
5. Independent Contractor. Nothing contained in this Agreement shall constitute or be construed to create a partnership of joint venture between the County or its successors or the assigns and the City or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, the City is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

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6. Indemnification. To the fullest extent permitted by law, the County and the City agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional or negligent acts or omissions of the indemnifying party which may result in any person, persons, or organization suffering bodily injury, personal injury, death or property loss or damage, employment practices, civil rights or environmental liability and impairments arising out of this Agreement. County's and City's liability shall be limited by Wis State SS 345.05(3) for automobile and SS 893.80(3) for general liability.
7. Exclusive Agreement. This Agreement is the entire agreement between the County and City.
8. Modifying the Agreement. This Agreement may be modified only in writing signed by all parties.
9. Contract Completion. The parties agree that the Joint Project will be completed no later than December 31, 2017.

IN WITNESS WHEREOF, the Parties hereto have set the hands as follows:

CITY OF MILWAUKEE

BY: _____ Dated _____

Countersigned

By _____ Dated _____

Common Council File No ____, approved on ____

City Attorney Approval/Authentication

MILWAUKEE COUNTY

By: _____

Approved as to form and independent status: Reviewed by