

**INTERGOVERNMENTAL COOPERATION PROJECT AGREEMENT
BETWEEN
CITY OF MILWAUKEE
AND
MILWAUKEE PUBLIC SCHOOLS**

THIS AGREEMENT is entered into between the City of Milwaukee (City), through the Department of City Development (DCD), and Milwaukee Public Schools (MPS).

GENERAL DESCRIPTION – The City and MPS have collaborated on a project identified as the Bio-retention Basin at Lloyd Street School. This project will develop an environmental educational curriculum and use the school's natural area as a sustainable education on site teaching tool to serve as a "hands on" outdoor laboratory and resource for the MPS students and the community at large. In addition, the project will improve the rainwater run-off from the asphalt play surface and provide an opportunity for MPS to work with neighborhood groups and other interested parties to beautify the school and surrounding area.

TIME OF PERFORMANCE – To commence on the date of execution of this Agreement, for a period of one year after construction is complete.

WHEREAS, the CITY and MPS are desirous of entering into this Intergovernmental Cooperation Project Agreement as authorized by Chapter 66.0301, Wis. Stats; and,

WHEREAS, the MPS and the CITY are entering into this Agreement within the terms and conditions of funding sources and such assistance as will be provided through these funding sources as set forth in Section I of this Agreement; and,

WHEREAS, the Common Council of the City of Milwaukee, through Resolution File No. _____, adopted on _____, authorized the Commissioner of DCD to enter into this Agreement; and,

WHEREAS, the Milwaukee School Board of Directors approved this project on _____ and authorized the Superintendent of MPS to enter into this Agreement,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. **Scope of Project** : The Great Cities Partnership – The City of Milwaukee proposes to make an urban school yard a sustainable environmental learning laboratory while enhancing the watershed approach and reducing the urban heat island effect.

- a. **Documents:** Preliminary and final drawings, specifications and construction documents will have the review and approval of MPS Facilities and Maintenance Department as it relates to this Project;
- b. **Budget:** Budget and respective funding sources, including ten percent contingency for any cost estimate overruns, are as described in Attachment A, Section II (Budget). Development of and adherence to the budget are the responsibility of the City.
- c. **Schedule:** See Exhibit 1
- d. **Services:** In-kind services provided by MPS or CITY are related to supervision and/or project management oversight to coordinate the pilot project. MPS is to provide in-kind services to remove asphalt in select areas, up to a maximum of 2,450 square feet. If MPS or CITY is to provide any other in-kind service, it will be agreed upon by both parties prior to performing the work, as needs arise. (Note: Any reference to MPS contribution to the project within the grant application is superceded by this agreement.)
- e. **Contracts:** In accordance with Project Grant, the CITY is holding all contracts. City agrees to include MPS insurance and indemnification requirements in all such contracts (See Exhibit III). Where necessary, to facilitate efficiency, MPS may provide subcontractor affiliates for review. MPS will review and approve contract agreements. Any change orders will also be reviewed and approved by the appropriate staff of the MPS Facilities and Maintenance Division.
- f. **Permits:** Permitting issues will be the responsibility of the contractor(s) performing work. Stormwater permit issues will be the responsibility of the City.
- g. **Payment:** Project cost reimbursements are to be disbursed as set forth under the of EPA Project Grant to the CITY. The grant is identified as Grant No. X7-96563101-0 and electronically debited by EPA account through Project Manager. The total project cost is \$100,000.. MPS, in conjunction with the City, will review and approve all pay applications within 3 business days prior to release of funds. MPS has no financial responsibility with respect to this project.
- h. **Roles and Responsibilities:** MPS and CITY roles and responsibilities are as defined in Exhibit I. . Both the city and MPS must review and approve design and construction plans. The City is responsible for the design and construction of the bio-retention basin. City is also responsible for any maintenance of the bio-retention basin for one year after project is complete in accordance with the warranty. The educational operation of the bio-retention basin will be the responsibility of Lloyd Street School.

- i. **Insurance and indemnification requirements:** – The City is responsible for the insurance and indemnification for any claims arising from the design and construction of the bio-retention basis. MPS is responsible for the insurance and indemnification for claims arising from the work and services performed by its employees, student and volunteers.
- j. **Maintenance:** All maintenance requirements related to bio-retention zone are to be determined and incorporated into design and approved by MPS. Any outsourcing of services by in-kind or other contractual agreements, if any, are to be reviewed and authorized by MPS. The City is responsible for all maintenance of the area affected by this project for one year after project is complete in accordance with the warranty. Any maintenance that is to be provided by MPS is the financial responsibility of the school, and, as such, needs to be approved in writing by MPS prior to the execution of such maintenance agreement. (Exhibit II)
- k. **Educational Curriculum:** The Project will also develop an environmental educational curriculum and use the school's natural area as a sustainable education on-site teaching tool to service as a hands-on outdoor laboratory and resource for students in the Milwaukee Public School system and the community at large. MPS Lloyd Street School staff is to assist in development of the ecology curriculum. MPS has the exclusive right to establish hours and conditions of community access to the site.

- 2. **Documents and Meetings:** The CITY agrees to submit copies of construction documents and reports to the designated representative of MPS Department of Facilities and Maintenance Services. Copies of the EPA quarterly reports will be submitted to MPS - DFMS. Regular meetings will be held through completion of construction and project period, and as needed thereafter.

IN WITNESS WHEREOF, the MPS and the CITY have caused this Agreement to be executed for and on their respective behalves as of the dates hereinafter set forth.

Dated and signed this _____ day of _____, 2005.

**CITY OF MILWAUKEE,
a municipal corporation**

BY: _____
Commissioner of the Department
of City Development

DATE

**BOARD OF DIRECTORS OF THE
MILWAUKEE PUBLIC SCHOOLS
a municipal corporation**

BY: _____
Superintendent,
Milwaukee Public Schools

DATE

Attachment A. (Milwaukee Metropolitan Sewerage District Best Management Practices 2003 Grant; Environmental Protection Agency Great Cities 2004 Grant)

Exhibit I: Roles and Responsibilities

Exhibit II: Maintenance Agreement

Exhibit III: MPS Insurance Requirements

Lloyd St. Bio-retention Basin Project

EXHIBIT 1

Activity	Responsibility	Date
Planning	City/MPS	ongoing
establish budget	City	November/December 2004
develop design parameters	City/MPS	March 2005
approve final design	City/MPS	spring 2005
Bidding	City	May/June 2005
Hold Contracts	City	Summer 2005
Construction administration	City	per construction schedule
approve payments	City/MPS	per construction schedule
disbursement of funds	City	per construction schedule
Develop school curriculum	City/MPS/Walnut Way	Fall 2005



EXHIBIT 2
Walnut Way Conservation Corp.
2240 N 17th Street
Milwaukee, Wisconsin 53205

April 4, 2005

Re: Bio Retention at Lloyd Street School

Dear Principal Byrd,

I am writing to confirm Walnut Way Conservation Corp's commitment to work in collaboration with Lloyd Street School to design, install and maintain the bio retention structure (Garden). The Lloyd Street elementary school bio-retention demonstration project is a tremendous educational tool for the school and the surrounding neighborhood community. We look forward to ensuring sustainable ecology experiences for the students of Lloyd Street School and children residing in the Walnut Way District.

Within the next weeks, we anticipate your approval of a design that will maximize both exposure to native plants and water ecology. Our goal is to begin and hopefully complete installation this academic semester. It is also our intent to utilize the Garden during the summer months for youth programs.

The Stewardship/Management program with the in-kind service of Walnut Way Conservation Corp. and other partners would include three monthly visits (Spring, Summer and Fall) with a crew to perform weed control [herbicide as appropriate]. The primary role and responsibility of landscaping and maintenance is in the weeding of invasive species (e.g. thistle, weed canary grass, mediaco) as the prairie matures in years 3-5 of original planting. Walnut Way would be delighted to assume responsibility for ensuring that plants are added as needed. (Included in the completed construction of the bio-zone is a two year maintenance period, whereby much of the plant material is under warranty.) The Spring landscaping needs might also call for a process of "trimming". Again, we will be happy to assume responsibility for ensuring a well-maintained landscaped Garden. During the summer months, when school is closed, Walnut Way will assume landscaping and maintenance responsibility.

We expect that the general maintenance requirements during the school year can be met by the school engineer.

This is a wonderful demonstration project that promises so many educational and community benefits. As with all projects, success will depend on great part on how we access and creatively address issues as they arise. We look forward to this collaboration with Lloyd Street School.

Sincerely,

Sharon Adams
President

encl

Exhibit III: MPS Insurance Requirements

INSURANCE AND INDEMNIFICATION

The firm and its sub-contractors understands and agrees that financial responsibility for claims or damages to any person or to firm's employees, agents, and property, shall rest with the firm and its sub-contractors respectively. The firm and its sub-contractors shall effect and maintain at their own expense any insurance coverage, including, but not limited to, Workers Compensation, Employer's Liability, Commercial General Liability, Contractual Liability, Products Liability, and Automobile Liability to support such financial obligations. The indemnification obligation of the firm, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Workers Compensation laws or other insurance provisions. The minimum limits that MPS requires from vendors shall be:

TYPE OF COVERAGE

Workers' Compensation and Employers' Liability:

Workers' Compensation		Statutory
Employer's Liability:		
Bodily Injury by Accident	Each Accident	\$100,000
Bodily Injury by Disease	Each Employee	\$100,000
Policy Limit		\$500,000

To Include

Other States Coverage

Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of MPS including its officers, directors, employees, agents and volunteers.

General Liability:

Bodily Injury/ Property Damage	Each Occurrence	\$1,000,000
General Aggregate		\$1,000,000
Products/Completed Operations Aggregate		\$1,000,000
Personal and Advertising Injury	Aggregate	\$1,000,000
Medical Expense Limit – Any one person		\$ 10,000
Fire Damage Limit – Any one fire		\$ 50,000

To Include

Contractual liability for risks assumed in this Agreement.

Automobile Liability:

Bodily Injury/Property Damage	Each Accident	\$1,000,000
Uninsured Motorists/ Underinsured Motorists Protection	Each Accident	\$1,000,000

Umbrella Liability:

Bodily Injury/Property Damage/Personal Injury	Each Occurrence	\$1,000,000
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000

Professional Liability:

<i>Wrongful Act</i>	<i>Each Claim</i>	<i>\$1,000,000</i>
<i>Aggregate</i>		<i>\$1,000,000</i>

To Include

If the policy provides claims made coverage, contractor shall certify that the retroactive date will not change during the term of the contract or will warrant that the extended reporting period option will be exercised without cost to MPS if the retro date is changed.

Other insurance requirements:

- *The firm must warrant that professional liability coverage will be provided, which covers the services rendered by the firm and its sub-contractors to MPS during the term of the contract and will cover any claim made for up to three years following completion of the contract.*
- MPS is to be an additional insured with respect to all of the preceding coverage except Workers' Compensation, Employer's Liability, and Professional Liability. All insurance is to be on a primary and non-contributory basis. All policies shall provide that any insurance maintained by the additional insured is excess and non-contributing with any insurance required hereunder.
- Insurance certificates shall be in the Industry Standards Accord form.
- Any and all deductibles or other forms of retention are the responsibility of the firm and its sub-contractors.
- Prior to the award of bid, the firm shall submit written proof of compliance with the above insurance requirements
- 15 days prior to signature of the contract(s), the firm shall provide acceptable certificates of insurance evidencing the above required insurance.
- Not less than 15 days prior to expiration or renewal of required insurance, the firm must provide MPS with evidence of renewal of required insurance.

- Upon failure to provide such evidence of renewal insurance, MPS has the authority to order the firm to cease all operations at the firm's expense until the required insurance evidence has been provided.
- The firm is responsible for providing or ensuring that its sub-contractor(s) carry the above required insurance and no sub-contractor shall be permitted to commence any work until the firm submits acceptable proof of the above required insurance to MPS.
- All insurance policies shall contain a provision stating that coverage will not be cancelled, non-renewed or materially changed until at least thirty (30) days prior written notice has been given to MPS.
- The firm and its sub-contractors shall carry sufficient property insurance on its equipment, property and employees and volunteers to fully protect such interests. The firm expressly understands and agrees that the Board shall have no responsibility therefore.

Indemnification:

To the fullest extent permitted by law, the firm agrees to indemnify, defend, and hold harmless, MPS, its agents, officers, and employees from and against all loss or expense including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of the firm, its sub-contractors or its agents which may arise out of or are connected with the activities covered by this contract.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this contract.