

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR
MAINTENANCE OF HARTUNG PARK BETWEEN THE CITY OF
MILWAUKEE AND THE CITY OF WAUWATOSA**

This Intergovernmental Cooperation Agreement, (“Agreement”) is entered into this ____ day of _____, 2020 by and between the City of Milwaukee, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin (“Milwaukee”), and the City of Wauwatosa, Wisconsin, a municipal corporation organized and existing under the laws of the state of Wisconsin, (“Wauwatosa”), together, (“the Parties”).

WHEREAS, Hartung Park is a park generally located south of West Keefe Avenue, west of North 99th Street, north of West Concordia Avenue, and east of the Menomonee River, with a portion in Milwaukee and a portion in Wauwatosa, (the “Park”); and

WHEREAS, Milwaukee and Wauwatosa wish to distribute the responsibilities to maintain the Park between themselves; and

WHEREAS, the Parties desire to execute this Agreement pursuant to Wis. Stat. § 66.0301; and

WHEREAS, the City of Milwaukee Common Council has approved the execution of this Agreement via Common Council File Number 200032, adopted on _____, authorizing the proper Milwaukee city officials to execute this Agreement; and

WHEREAS, the City of Wauwatosa Common Council has approved the execution of this Agreement via Common Council Resolution _____ adopted on _____, authorizing the proper Wauwatosa city officials to execute this Agreement.

NOW THEREFORE, based on the mutual promises contained in this Agreement, the Parties hereby agree as follows:

MILWAUKEE’S RESPONSIBILITIES

1. Milwaukee will maintain the children’s playground and the intergenerational activity area, including: benches, sculptures, playground surface, playground equipment, bike racks, pedestrian foot bridge, exercise equipment, ping pong & checkers tables, black topped track, Little Free Libraries, soccer goal, kiosks, educational signs, and other items as approved for addition to these two areas in the Park.
2. Milwaukee will maintain the pond, labyrinth feature, trees and all trails in the Park.
3. Milwaukee will provide, empty, and maintain trash receptacles for the Park.

WAUWATOSA'S RESPONSIBILITIES

4. Wauwatosa will trim and mow turf grass in the areas depicted on the attached exhibit in the Park.
5. Wauwatosa will be responsible for providing portable bathrooms for the Park. At a minimum, these must be maintained in a sanitary condition from April 15 through October 30.

JOINT RESPONSIBILITIES

6. Milwaukee and Wauwatosa each agree to contract for the maintenance of the natural prairie located within their respective municipalities by appropriately knowledgeable (and preferably the same) vendor/s. Should either Party wish to self-perform prairie maintenance and/or substantially change the way the natural prairie spaces are maintained, agreed upon changes will not take place until approved in writing by the other Department of Public Works Director or designee. Should either Party wish to manage the contract for the entire Park and the other Party agrees to pay for their associated costs, this arrangement would be allowed.
7. Costs associated with installation and maintenance of any signage at the Park shall be the responsibility of the Party making the installation. Any Park signage shall include both municipalities' names and contact information for the benefit of Park visitors. Any Park signage must be approved by the other Party before installation.
8. Capital improvements in the Park will be the joint responsibility of Milwaukee and Wauwatosa. As the need or desire for capital improvements arise, the Parties will enter into planning discussions and determine the amount of the project to be funded by each Party. Due to the annual budget cycle of the Parties, any shared funding responsibilities will need to be discussed well in advance and proposed to the appropriate bodies for approval one year in advance of the project. Once funding is approved by both Parties, the project can proceed as soon as practicable. Maintenance of any new capital improvements will be as described in this Agreement or as agreed by the Parties in an amendment to this Agreement.
9. Any party desiring to make a substantial change to the design or operation of the Park should seek permission of the other Party. No such changes shall take place until approved in writing by the other Department of Public Works Director or designee.

MISCELLANEOUS PROVISIONS

10. This Agreement shall begin on the date it was executed by all the Parties and shall remain in effect until terminated. In the event one Party desires to

terminate this Agreement, that Party shall notify the other of its desire to do so in writing pursuant to the notice provision of this Agreement. The Agreement shall then terminate 60 days after such notice or upon such other date mutually agreed by the Parties.

11. Milwaukee and Wauwatosa intend to form no joint venture or partnership under this Agreement and are each solely liable for the acts undertaken by their officers and employees acting within the scope of their employment under this Agreement.
12. This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, discussions, representations, warranties, and covenants between the parties concerning the subject matter hereof. Any amendments, changes, or modifications to this Agreement shall be in writing and signed by the Parties.
13. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin.
14. Any notices required or permitted to be given hereunder shall be given in writing and delivered: (a) in person, (b) by US mail, or (c) by certified mail, postage prepaid, return receipt requested, and in the case of any notice required by Section 11, only by the method specified in (c), addressed as follows:

To Milwaukee:

City of Milwaukee
Commissioner of Public Works
841 N. Broadway, Room 501
Milwaukee, WI 53202

To Wauwatosa:

City of Wauwatosa
Director of Public Works
11100 W. Walnut Road
Wauwatosa, WI 53005

15. This Agreement may be executed in counterparts, each of which shall be deemed an original. Each counterpart shall together constitute one and the same instrument.

Signatures on Next Page

CITY OF MILWAUKEE

Commissioner of Public Works

Date

Approved as to Content

Date

Approved as to Execution

Date

CITY OF WAUWATOSA

Date

Date

Date