

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
AND THE CITY OF MILWAUKEE
Stormwater BMP Construction Criteria — Contract M03015E17**

This Intergovernmental Cooperation Agreement entered into as of the last date written below, by and between the Milwaukee Metropolitan Sewerage District ("District"), a municipal body corporate, authorized and existing under the laws of the State of Wisconsin, and the City of Milwaukee as represented by the Department of Public Works, Environmental Engineering Section (City), with its principal place of business at 841 N. Broadway, Room 820, Milwaukee, Wisconsin 53202, a municipal corporation, authorized and existing under the laws of the State of Wisconsin.

- A. WHEREAS, Section 66.0301, Stats., authorizes any municipality to enter into an Intergovernmental Cooperation Agreement with another municipality for the furnishing of services.
- B. WHEREAS, City is authorized to construct, maintain, and operate a sewer system.
- C. WHEREAS, The District is authorized by statute to project, plan, design, construct, maintain, and operate a sewerage system for the collection, transmission, and disposal of all sewage and drainage of the sewerage service area including, either as an integrated or as a separate feature of the system, the collection, transmission and disposal of stormwater and groundwater.
- D. WHEREAS, The parties have agreed to undertake a monitoring program to determine the infiltration entering sanitary sewers near certain detention basins.
- E. WHEREAS, The estimated cost of the project is \$79,160.00 and the District has expressed an interest in assisting in funding 50% of such project but not in excess of \$39,580.00.

NOW, THEREFORE IT IS AGREED TO BETWEEN THE PARTIES, that in consideration to the mutual promises made by the parties to this Agreement:

1. Duration of Agreement

This Agreement will become effective on 1 December 2004 and will end no later than 31 December 2005

2. Scope of Agreement

City agrees to perform the services set forth in Attachment A, that is made a part of this Agreement.

3. Payment

It is estimated that the total cost of the project is \$79,160.00. In consideration for the services to be performed by City, the District agrees to pay City 50% of the total cost but in not event not more than \$39,580.00, at the rates set forth in Attachment A, and according to the terms set out below.

4. Invoices

City shall submit an invoice to the District no more often than quarterly for the work performed during the previous three month period. The invoice should include: an invoice number, Contract Number M03015E17, the dates covered by the invoice, the hours expended and a summary of the work performed. District shall pay City's invoice within Thirty (30) days after receiving the invoice. To expedite the payment of invoices under this Contract, all invoices shall be sent directly to the following address:

Milwaukee Metropolitan Sewerage District
Attn: Accounts Payable
260 West Seeboth Street
Milwaukee, WI 53204-1446

5. Expenses

District will reimburse City, within the overall ceiling set forth in **Article 3 Payment** above, for reasonable and necessary expenses incurred by City.

6. Insurance

District shall not provide any insurance coverage of any kind for City or City's employees or contract personnel.

7. Liability

Nothing contained in this Agreement is intended as a waiver of either participating municipal body to rely upon the immunity or limitations to liability to third parties as may be contained within Wis. Stat. §893.80 or other appropriate law.

8. Terminating the Agreement

With reasonable cause, either District or City may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

Either Party may terminate this Agreement for its convenience by giving Ten (10) days written notice to the City. In the event of such termination the District shall only be responsible for the payment of services rendered by the City up to the date of termination. In the event of such termination the City submit a report based upon the work completed up to the date of termination.

9. Exclusive Agreement

This is the entire Agreement between City and District.

10. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

(signature page follows)

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

**CITY OF MILWAUKEE AS REPRESENTED BY THE
DEPARTMENT OF PUBLIC WORKS, ENVIRONMENTAL
ENGINEERING SECTION**

By: _____

Kevin L. Shafer, P.E.

Executive Director

By: _____

Jeffrey Mantes

Commissioner of Public Works

Date: _____

Date: _____

Comptroller

Approved as to form:

Attorney for the District

W. Martin Morics

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Attachment A
Scope of Services – MMSD BMP I/I

The City of Milwaukee will undertake a monitoring program to determine the infiltration entering sanitary sewers near detention/basins. The City will complete the following tasks:

- Task 1** – Purchase flow monitoring equipment for installation.
- Task 2** – Install flow monitors upstream and downstream of each of two detention basins.
- Task 3** – Collect flow monitoring data, verify level and velocity data, clean, maintain and calibrate the flow monitoring equipment as needed.
- Task 4** – Perform quality checks on the data, review data for the base flow, groundwater infiltration and rainfall derived infiltration.
- Task 5** – Remove the flow monitoring equipment.
- Task 6** – Purchase modeling software.
- Task 7** – Construct and check a model of the sanitary systems.
- Task 8** – Calibrate the model with the flow monitoring data.
- Task 9** – Run various actual storms through the model to determine infiltration into the sanitary sewer from different type precipitation events.
- Task 10** – Prepare a draft report and a final report for submittal to MMSD.

The report will include a summary of the tasks including:

- Locations and installations of meters
- Collection of data
- Data summary
- Data analysis
- Conclusions and Recommendations
 - Recommendations to include construction criteria for basins being constructed near sanitary sewers. Different criteria may be listed depending on the type of basin (wet or dry) and the proximity of the basin to the sanitary sewer.

Attachment A
Project costs - MMSD BMP I/I

Labor Costs

Work items	Hours		
	Technician	Engineer	Manager
Data collection			
Installation/removal	60	30	4
Monitoring	600	120	4
Data summary		20	4
Model			
Initial construction		40	
Initial check		20	
Calibration		40	
Run		10	
Final check		10	
Report			
Draft report preparation		80	8
Final report		16	4
Total hours	660	386	24
Hourly rate	\$ 40.00	\$ 55.00	\$ 70.00
Position costs	\$ 26,400.00	\$ 21,230.00	\$ 1,680.00
Total	\$ 49,310.00		

Material Costs

Item	Quantity	Unit Cost	Total Cost
Flow monitor w/sensor	9	\$ 2,500.00	\$ 22,500.00
12" Mounting Ring	3	\$ 130.00	\$ 390.00
15" Mounting Ring	2	\$ 140.00	\$ 280.00
18" Mounting Ring	4	\$ 150.00	\$ 600.00
Surcharge Level Indicators	9	\$ 120.00	\$ 1,080.00
Modeling software	1	\$ 5,000.00	\$ 5,000.00
Total			\$ 29,850.00

$$\begin{array}{r}
 49310 \\
 + 29850 \\
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 79160 \div 2 = 39,580 \text{ District Cost}
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