

# **Memorandum of Understanding Between the Forest County Potawatomi Community and City of Milwaukee, Wisconsin 16<sup>th</sup> Street Bridge over the Menomonee River**

This Memorandum of Understanding is made and entered into by the **Forest County Potawatomi Community** (“FCPC”) and the **City of Milwaukee, Wisconsin** (“City”), collectively referred to as the “Parties”.

## **A. Purpose**

The purpose of this MOU is to provide the basic framework to enhance cooperation between the FCPC and City regarding the 16<sup>th</sup> Street Bridge replacement project, Wisconsin DOT I.D. 2615-15-03/73 (“Project”).

## **B. Statement of Mutual Benefits and Interests**

The Parties share the goal of enhancing transportation safety and functionality. The Parties acknowledge the unique territorial and jurisdictional issues between the FCPC lands and the City’s road system. The Parties recognize the increasing financial challenges and practical matters associated with transportation activities.

The Parties endeavor to collaborate on other activities of mutual benefit and interest. regarding road improvements.

The Parties affirm in this MOU the principles of tribal sovereignty, self-determination, self-governance, and the unique government-to-government relationship that exists between the United States and federally recognized Tribes. The United States recognizes and acknowledges that the FCPC has “the immunities and privileges available to federally recognized Indian tribes by the United States.” 89 Fed. Reg. 944, 945 (January 8, 2024). The FCPC’s General Council delegated to the FCPC Executive Council the authority to enter into agreements with local governments; Article V, Section 1(a) FCPC Constitution (1982).

The Parties further affirm that the FCPC enjoys a government-to-government relationship with the State of Wisconsin-see Wisconsin Executive Order 39, Relating to the Affirmation of the Government-to-Government Relationship Between the State of Wisconsin and Indian Tribal Governments Located Within the State of Wisconsin, February 27, 2004; and Wisconsin Executive Order 18, Relating to the Affirmation of the Intergovernmental Relationships Among the State of Wisconsin and Tribal Nations Located Within the State, April 9, 2019.

The Parties affirm that the City is a Class 1 City organized in accordance with **Chapter 62** of State of Wisconsin Statutes and is authorized to enter into agreements with tribal governments in accordance with Wis. Stat. Sec. 66.0301(2), Wis. Stats.

## **C. 16th Street Bridge over the Menomonee River Rehabilitation**

### **1. Existing Facility**

16th Street is a City road that is generally a south-north local roadway which has a structure crossing the Menomonee River. At all times, the 16<sup>th</sup> Street Bridge is and will be owned by the City. The City is planning to rehabilitate Unit 14 of the 16th Street Viaduct over the Menomonee River. Project goals include rehabilitating the existing structure and making travel safe and comfortable for everyone by providing a solid surface across the deck.

## 2. Proposed Improvements

The proposed project includes improvements to the 1929 bridge that will be made to the existing structural components. The original bascule bridge will be converted to a fixed bridge and the project will remove the original electrical and mechanical equipment. The work will meet all state and federal requirements, and maintain the unique, historically-significant aspects of the structure. All necessary real estate has been acquired for the Project.

## 3. Project Sponsor and Funding

The City is the Project Sponsor with the State of Wisconsin-Department of Transportation for the Project. In accordance with the Wisconsin DOT I.D. 2615-15-03/73 State/Municipal Agreement for the Project costs for the Project, and the City's financial obligation are described below:

### Construction Costs and Funding

The Project's construction costs are estimated to be \$21,575,369.78 with 80% federal funding up to \$10,578,160.00. The City is responsible to provide the remaining 20% balance, or \$2,649,540.00 and any funds in excess of the \$10,578,160.00 federal funding.

The FCPC, through grant funding from the Tribal Transportation Facilities Bridge Program will be applied toward the City's financial obligation for this Project, unless the City receives other funding for some or all of the City's financial obligation.

The City's financial obligation includes City administrative costs of \$125,000.00. **(To be verified and/or fleshed out)**

## D. Principal Authorities

The following individuals serve as the "principals" for this MOU:

City of Milwaukee	Forest County Potawatomi Community
Jerrel Kruschke Commissioner of Public Works City of Milwaukee Department of Public Works 841 N. Broadway Milwaukee, WI 53202 jkrusc@milwaukee.gov (414) 286-3301	Chairman P.O. Box 340 Crandon, WI 54520 Phone: 715-478-4806 Fax: 715-478-5280

The following individuals serve as the lead contact for the administration of this MOU:

City of Milwaukee	Forest County Potawatomi Community
Jerrel Kruschke Commissioner of Public Works City of Milwaukee Department of Public Works 841 N. Broadway Milwaukee, WI 53202 jkrusc@milwaukee.gov (414) 286-3301	Roads Program Manager P.O. Box 340 Crandon, WI 54520 Phone: 715-478-7392 Fax: 715-200-5764 Email: todd.mulvey@fcp-nsn.gov

## **E. Miscellaneous**

It is mutually understood that:

### **1. Participation in Similar Activities**

This MOU in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, and individuals.

### **2. Commencement/Expiration/Termination**

This MOU takes effect upon the signatures of the Parties and shall remain in effect, unless terminated by either Party in writing. Either Party may terminate this MOU at any time with a 60-day written notice to the other Party.

### **3. Amendments**

This MOU may be amended upon written agreement of the Parties. Such amendments may include changes to any attachments to this MOU, and/or may include additional agreements and/or MOUs between the Parties.

### **4. Responsibilities of Parties**

The Parties, and their respective agencies and offices, will manage their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

### **5. Tribal Sovereignty**

Nothing in this MOU is intended to waive the sovereign immunity of the FCPC from suit.

### **6. Municipal Immunities**

Nothing in this MOU is intended to nor shall be deemed or interpreted as a limitation, waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained

within Wisconsin law, including those contained within Sections 893.80, Wis. Stats., 895.52, Wis. Stats. and 345.05, Wis. Stats.

#### 7. Hold Harmless

To the extent allowed under applicable law, City agrees to indemnify and hold the FCPC, its employees, agents, and representatives, harmless against all claims, demands causes of action, losses and damages for injury or death, or the loss of or damage to property in any way related to this Project or this Agreement, except for negligent acts caused by the FCPC or the FCPC's agents. Neither Party is assuming any liability for the actions or omissions of the other Party.

#### 8. No Employment Relationship

Neither employee of the City nor any person employed or contracted by the City in connection with the performance and function of this Agreement shall be considered, deemed or held as an employee of the FCPC or of the United States of America. Any and all claims that arise or may at any time arise under the Workers Compensation Act of the State of Wisconsin by, for or on behalf of any employee or representative thereof associated with this Project and any and all claims made by or on behalf of any third party as a consequence of any act or omission on the part of any employee arising out of an employment relationship related to the performance of any services associated with this Project shall not be interpreted, construed or deemed to be an obligation or responsibility of the FCPC; and, that the City shall hold the FCPC harmless therefrom.

#### 9. Compliance

The Parties agree to follow applicable State of Wisconsin Department of Transportation standards for the design and construction of the Project.

The Parties agree to meet all requirements of the Tribal Transportation Facility Bridge Program as administered by the United States Department of Transportation's Federal Highway Administration.

#### 10. Binding Effects

All terms of this MOU shall be binding upon and inure to the benefits of the legal representatives, successors, and executors. No rights under this MOU may be transferred to a third party. This MOU creates no third-party enforcement rights.

#### 11. Authorized Representatives

By signature below, each party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the Parties hereto have executed this agreement, as of the last date written below.

**Forest County Potawatomi Community**

---

Brooks Boyd, Chairman,

Or

Kenneth L. George, Jr., Vice Chairman

---

Date

**City of Milwaukee**

---

Commissioner of Public Works

---

Date