

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MILWAUKEE
AND THE
MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

This 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 ("Milwaukee"), a municipal corporation, authorized and existing under the laws of the State of Wisconsin.

1. WHEREAS, Section 66.0301, Stats., authorizes any municipality to enter into an Intergovernmental Cooperation Agreement with another municipality for the furnishing of services.
2. 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 storm water and groundwater.
3. WHEREAS, Milwaukee is authorized to construct, maintain, and operate a municipal sewerage conveyance system.
4. WHEREAS, The District in furtherance of its functions relating to the operation of a sewerage system is constructing a renovation to an existing intercepting sewer structure in North Hubbard Street (IS-198) between East Lloyd Street and East Garfield Street in the City of Milwaukee.
5. WHEREAS, Milwaukee is planning to relay an existing combined sewer line in North Hubbard Street between East Lloyd Street and East Garfield Avenue from the existing manholes to the District's intercepting sewer structure IS-198.
6. Whereas, Milwaukee and the District have determined that it would be in the best interests of both municipalities if the District's construction is included in Milwaukee's construction contract.
7. WHEREAS, Milwaukee and the District have agreed to a method of handling the District's share of the construction contract costs.

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

- a. That Milwaukee will include the renovation of the existing sewer intercepting structure IS-198, to be reimbursed by the District, as one bid item in the Milwaukee construction contract, Project ID No. SW170060106.
- b. The District will provide design services for the renovation of IS-198 consisting of plans and specifications for inclusion into Milwaukee's construction contract.
- c. Milwaukee will include the District's project as one bid item in its construction contract.

- d. Milwaukee will provide resident engineering, resident inspection, and project management services for the District's bid item. These services are estimated to not exceed \$_____.
- e. Milwaukee will invoice the District periodically, but not more often than monthly, for progress payments made to Milwaukee's construction contractor for work under the one District bid item and for that portion of resident engineering, resident inspection, and project management services associated with Milwaukee's one bid item.
- f. The District agrees to pay Milwaukee within 30 days of receipt of an invoice from Milwaukee.
- g. District shall not provide any insurance coverage of any kind for Milwaukee or Milwaukee's employees or contract personnel.
- h. Milwaukee represents that it will perform its services under this Agreement in conformance with the care and skill ordinarily exercised by reputable members of the professional community practicing under similar conditions at the same time and in the same or similar locality.

Milwaukee makes no other warranties of any kind, express or implied by the furnishing of any oral or written reports to the District.

- i. With reasonable cause, either District or Milwaukee 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.

The District may terminate this Agreement for its convenience by giving ten (10) days written notice to Milwaukee. In the event of such termination the District shall only be responsible for the payment of services rendered by Milwaukee up to the date of termination.

- j. If in the sole discretion of the District, it determines that the cost of construction for IS-198 is excessive, Milwaukee will delete the item from the contract, with no additional cost to the District except for time spent by Milwaukee on the District bid item.
- k. The District will indicate its acceptance of the bid amount by letter within ten (10) days of receipt of notice of the bid amount by Milwaukee.
- l. This is the entire Agreement between Milwaukee and District.
- m. This Agreement will become effective on 1 April 2007, and will end no later than 31 December 2008.

SIGNATURES:

CITY OF MILWAUKEE (Milwaukee)

By: _____

Title: : _____

Date: : _____

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (District)

By: _____

Title: : _____

Date: : _____

This Agreement was drafted by the Milwaukee Metropolitan Sewerage District Office of Legal Services.

Approved for form

By: _____

Attorney for the District

MemoUnderstgCityMilwDistrict

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