

INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE CITY OF WAUWATOSA
AND THE CITY OF MILWAUKEE

This Agreement is entered into this ____ day of _____, 2002, by and between the City of Wauwatosa (Wauwatosa), a municipal corporation, and the City of Milwaukee (Milwaukee), a municipal corporation.

Whereas, Wauwatosa is desirous of procuring street-sweeping services; and

Whereas, Milwaukee's Commissioner of Public Works, pursuant to Common Council Resolution Number _____, dated _____, 2002, was authorized to enter into discussions with Wauwatosa for the provision by Milwaukee of street-sweeping services under an Intergovernmental Cooperation Agreement; and

Whereas, Milwaukee, acting through its Department of Public Works, has available the necessary personnel and equipment to provide a specified level of street-sweeping services to Wauwatosa; and

Whereas, The Milwaukee Commissioner of Public Works presented a proposal to provide street-sweeping services that was acceptable to the Wauwatosa Director of Public Works; and

Whereas, Wauwatosa has authorized its Mayor to enter into this Agreement pursuant to Resolution Number _____ dated _____, 2002; and

Whereas, Milwaukee has authorized its proper City officials to enter into this Agreement pursuant to Common Council Resolution Number _____ dated _____, 2002;

Now, Therefore, In consideration of the mutual promises contained herein and for other good and valuable consideration, the parties agree as follows:

I.

AGREEMENT ON BEHALF OF THE CITY OF MILWAUKEE

A. Milwaukee, through its Department of Public Works, shall supply Wauwatosa with street-sweeping services, subject to the following conditions:

1. Milwaukee will provide monthly street and bimonthly (every two months) alley and parking-lot sweeping, as generally described in Section 4.0 of the Request for Proposals for Street-Sweeping Services (RFP) issued by Wauwatosa on June 24, 2002, attached as Exhibit A. Scheduling of the sweeps will be at the reasonable discretion of Milwaukee's Commissioner of Public Works.

2. Milwaukee will dispose of an estimated 350 tons of the sweepings.

3. Milwaukee will provide post-leaf collection sweeping and special-event sweeping and disposal, upon reasonable request.

B. All employee compensation, worker's compensation claims, and damage to equipment and clothing sustained by Milwaukee personnel arising out of the services provided by Milwaukee under this Agreement shall be paid by Milwaukee.

II.

AGREEMENT ON BEHALF OF WAUWATOSA

Wauwatosa, upon the submission of invoices from Milwaukee for services rendered, shall promptly reimburse the City an amount not to exceed Sixty-Nine Thousand Four Hundred Seventy and 09/100 Dollars (\$69,470.09) for street, alley, and parking-lot sweeping and disposal; the invoices will specify the hours and rates. Milwaukee shall also invoice, and Wauwatosa shall promptly pay, for post-leaf collection

and special-event sweeping at the rate of \$104.07 per hour, plus \$37.23 per ton for disposal. The invoices shall be submitted every 60 days.

III.

DURATION AND TERMINATION

A. This Agreement shall be effective upon signature of authorized representatives of each city. This Agreement may be terminated by either party for nonperformance.

B. This Agreement shall be for a one year term, commencing on the date of execution. The Agreement shall be renewable for additional one-year terms subject to renegotiation of the terms and conditions. The parties shall inform one another, in writing, of their desire to renegotiate and renew this Agreement at least 120 days before the expiration date of this Agreement. The extension shall be finalized no later than September 1 of the year in which the renegotiation takes place, so as to qualify for a consolidation incentive payment under sec. 79.036, Stats.

IV.

OTHER PROVISIONS

A. Wauwatosa agrees to indemnify, defend, and save harmless Milwaukee and its officers, directors, employees, and agents from and against any and all liability for injuries or damages to persons or property, in whole or in part, as a result of this Agreement or the provision of services under this Agreement, not arising through the fault of Milwaukee, including, but not limited to, Milwaukee's liability to Wauwatosa or third parties in contract, in tort, or under federal or state law arising or resulting from performance or failure to perform under this Agreement and, in addition, for any and all

related expenses including, but not limited to, defense costs and reasonable attorney's fees.

B. Conflict of Interest

1. Interest in Contract. No officer, employee, or agent of either city who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect, in this Agreement.

2. Interest of Other Local Public Officials. No member of the governing body of either city and no other public official of either city who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

C. Discrimination Prohibited

1. Both parties warrant that they are equal opportunity employers and fully support the letter and spirit of Title VII of the Civil Rights Act of 1964, as amended, and that they are in compliance with such Act and all applicable legally managed Affirmative Action Programs.

2. The parties will comply with all applicable provisions of the Americans with Disabilities Act of 1990.

3. The parties will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. This Agreement sets forth all the covenants, provisions, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions or understandings, either oral or written, other than are herein set forth. Any amendments to this Agreement shall be in writing signed by the parties:

E. All notices under this Agreement shall be sent as follows:

1. To Wauwatosa: William A. Kappel
Director of Public Works

2. To Milwaukee: Mariano Schifalacqua
Commissioner
Department of Public Works
Room 516
841 N. Broadway
Milwaukee, WI 53202

In Witness Whereof, The parties have executed this Agreement, as of the date hereinbefore set forth.

IN THE PRESENCE OF:

CITY OF WAUWATOSA

CITY OF MILWAUKEE

COUNTERSIGNED:

LUB:dms
9/16/02
57644

Comptroller