

**COOPERATION AGREEMENT FOR  
MILWAUKEE RIVER CLEANUP SERVICES (REVISED)**

This Revised Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between the City of Milwaukee ("City") and the Board of Business Improvement District No. 15 ("Board").

Witnesseth:

Whereas, The City's Common Council has approved the creation of Business Improvement District No. 15 ("BID-15") via Common Council Resolution File No. 931824, adopted March 31, 1994, which file also approved the initial operating plan for BID-15; and

Whereas, The Common Council has thereafter approved amendments to the BID-15 operating plan; and

Whereas, BID-15 encompasses the area of the lower Milwaukee River depicted on Exhibit A and hereinafter referred to as the "River Impact Area;" and

Whereas, The City has entered into a May 23, 1994 Riverwalk Development Agreement, as amended, with the Board pursuant to which the City has provided the Board with partial funding for a Riverwalk System ("Riverwalk") along the River Impact Area; and

Whereas, Section 66.608(4), Stats., authorizes the City to make appropriations for the benefit of business improvement districts such as BID-15; and

Whereas, On June 4, 1996, the City entered into a Cooperation Agreement for Milwaukee River Cleanup Services with the Board pursuant to which the City provided the Board with up to \$30,000 for the purpose of undertaking the funding of a contract for the removal of debris and river cleanup services for the River Impact Area as defined in that agreement; and

Whereas, The City desires to continue to assist the Board in funding the upkeep of the surface of the River Impact Area and adjacent river areas so as to keep the surface free from unsightly debris which would detract from the public's use and enjoyment of the Riverwalk; and

Whereas, In order to assist in the debris removal and river cleanup in the River Impact Area and adjacent areas, the City will provide up to \$40,000 to the Board, subject to the terms and conditions hereinafter specified; and

Whereas, The City's Common Council via Common Council Resolution File No. \_\_\_\_\_ adopted \_\_\_\_\_ has approved this Agreement and authorized the proper City officers to execute it on its behalf; and

Whereas, The Board has approved this Agreement on \_\_\_\_\_ and authorized \_\_\_\_\_ to execute it on its behalf;

Now, Therefore, In consideration of the premises and for the other good and valuable consideration hereinafter specified, the parties agree as follows:

I.

CITY OBLIGATIONS

A. Subject to the conditions set forth in Section I.B., the City shall provide not to exceed \$40,000 ("City Funds") to the Board for the purpose of funding debris removal and river cleanup services (the "Work") for the River Impact Area and adjacent areas on the Milwaukee River.

B. The City's obligation to provide the City Funds is subject to the City Commissioner of Public Works' ("Commissioner") approval of (a) the plans and specifications, including insurance and indemnification provisions approved by the City Attorney, for any contract for

the performance of the Work; (b) the contractor and/or subcontractor selected to undertake such Work; and (c) a procedure for disbursement to the Board, or its contractor or subcontractor, of the City Funds.

C. The City shall dispose of all debris collected by the debris removal and river cleanup contractor and/or subcontractor.

## II.

### BOARD OBLIGATIONS

A. Subject to receipt of the approvals set forth in Section I.B., the Board shall contract for debris removal and river cleanup services within the River Impact Area and adjacent areas in accordance with the Commissioner's approvals as specified in Section I.B.

B. The Board shall coordinate the assistance and participation of all riparian owners adjacent to the River Impact Area in order to facilitate the undertaking of the debris removal and river cleanup contract.

C. The Board may assign its responsibilities under this Agreement to the Milwaukee Riverwalk District, Inc. ("MRD"). Any such assignment shall be in writing and shall be delivered to the Commissioner prior to its effective date. MRD shall, subject to the provisions of Section I.B., receive the City Funds. Prior to the entry into any contract by MRD with a contractor or subcontractor to perform the Work, MRD shall receive the approvals from the Commissioner specified in Section I.B(a)-(c). MRD may, with the approval of the Commissioner, expand the area in which the Work is to be performed beyond the boundaries of the River Impact Area. Such expansion of the Work shall not increase the amount of contributed City Funds to which MRD is entitled.

III.

TERM AND TERMINATION

The term of this Agreement shall commence as of the date first above written and end on October 31, 2003 or when the contract for debris removal and river cleanup expires. The Commissioner may terminate this Agreement and the City shall be released from any requirement to provide the Board with the City Funds if the Board has not entered into the contract specified in Section II by July 15, 2003. The Commissioner may, subject to the availability of funding, enter into one year extension(s) of this Agreement. Such annual extension(s) shall be in writing.

Dated and signed as of the date first above shown.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

\_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

COUNTERSIGNED:

\_\_\_\_\_

\_\_\_\_\_  
City Comptroller

IN THE PRESENCE OF:

BOARD OF BUSINESS  
IMPROVEMENT DISTRICT NO. 15

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PBM:dms  
4/8/03  
1047-2003-1136:66244

Approved as to content this  
\_\_\_\_ day of \_\_\_\_\_, 2003

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Special Deputy City Attorney

Approved as to form and execution  
this \_\_\_\_ day of \_\_\_\_\_, 2003

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Special Deputy City Attorney