FIRST AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE MILWAUKEE BOARD OF SCHOOL DIRECTORS AND THE CITY OF MILWAUKEE FOR SCHOOL TO WORK TRANSITION PROGRAM

This FIRST AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT ("First Amendment") is made effective this ______ day of ______, 2025 ("Effective Date"), by and between the Milwaukee Board of School Directors, a public school district organized and existing under Wis. Stat. Chapter 119 and the Constitution of the State of Wisconsin ("Board"), and the City of Milwaukee, a Wisconsin municipal corporation ("City"). Board and City are each a "Party"; together, they are the "Parties."

RECITALS

WHEREAS, the Board and the City entered into the Intergovernmental Cooperation Agreement, dated February 8, 2024 ("Agreement" or "ICA"), to establish responsibilities for student development through the Board's School to Work Transition Program ("STWTP") at Milwaukee Water Works, a City-owned public utility ("Partner"); and

WHEREAS, the STWTP has been operating at the designated Partner facility of Howard Water Treatment Facility, located at 3929 S. 6th Street, Milwaukee, Wisconsin 53221 since the Spring semester of 2024; and

WHEREAS, the STWTP has successfully hosted Milwaukee Public Schools ("MPS") students at the Howard Water Treatment Facility each school semester since its inception; and

WHEREAS, the Parties wish to host additional MPS students at other Partner facilities; and

WHEREAS, Partner has capacity to host additional MPS students at a different facility within its operations; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Incorporation of Recitals; Definitions</u>. The foregoing Recitals are expressly made a part of this First Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Agreement.
- 2. <u>Total Number of STWTP Participants</u>. Partner shall provide services to at least eight (8) MPS students through the MPS STWTP at Partner's locations. These students shall be considered "STWTP Participants."

- 3. <u>Location of STWTP Training Facilities</u>. STWTP Participants shall train at one of the following assigned Partner locations:
 - a. Howard Avenue Water Treatment Plant, 3929 S. 6th St., Milwaukee, Wisconsin, 53221;
 - b. Department of Public Works Field Headquarters, 3850 N. 35th St., Milwaukee, Wisconsin, 53216; or
 - c. Linnwood Water Treatment Plant, 3000 N. Lincoln Memorial Dr., Milwaukee, Wisconsin, 53211.

Assignment to an STWTP Training Facility shall be mutually agreed upon by STWTP staff prior to assignment.

- 4. <u>Status of Agreement</u>. The Agreement remains in full force and effect as amended by this First Amendment and is hereby ratified and confirmed by the Parties.
- 5. <u>Counterparts</u>. This First Amendment may be executed in any number of counterparts, each of which, when so executed and when delivered, shall together constitute but one and the same instrument.
- 6. <u>Miscellaneous</u>. Except as provided herein, all of the terms, covenants, and provisions of the Agreement shall remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the Effective Date.

MILWAUKEE PUBLIC SCHOOLS

CITY OF MILWAUKEE

DR. BRENDA CASSELLIUS Milwaukee Public Schools Superintendent

Date:_____

CAVALIER JOHNSON, Mayor City of Milwaukee

Date:_____

MARVA HERNDON, President Milwaukee Board of School Directors

Date:_____

JAMES R. OWCZARSKI, City Clerk City of Milwaukee

Date:_____

COUNTERSIGNED:

BILL CHRISTIANSON, Comptroller City of Milwaukee

Date:_____

CITY ATTORNEY'S OFFICE

Approved as to form and execution this _____day of _____, 2025.

Jordan M. Schettle Assistant City Attorney

CITY ATTORNEY'S OFFICE

Approved as to form and execution this _____day of _____, 2025.

Travis J. Gresham Assistant City Attorney