

Intergovernmental Cooperation Agreement
between the
Milwaukee Metropolitan Sewerage District
and the
City of Milwaukee
for
River Skimmer Operations 2026 through 2035

1. The Parties

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), acting through its Executive Director, and the City of Milwaukee (City), acting through its Commissioner of Public Works. The parties make this Agreement according to Wis. Stat. § 66.0301.

2. Purpose

The purpose of this Agreement is to promote the use and enjoyment of downtown Milwaukee's waterways by continuing a program to remove debris from the Milwaukee River, Menomonee River, Kinnickinnic River, Menomonee Canal, Milwaukee Estuary, and Inner Harbor.

3. Basis for this Agreement

- A. Downtown Milwaukee contains the Milwaukee, Menomonee, and Kinnickinnic Rivers; the Menomonee Canal; the Milwaukee Estuary; and the Inner Harbor (Waterways).
- B. The Waterways provide transportation, recreation, and scenic beauty to downtown residents, workers, and visitors.
- C. The removal of debris will promote the use and enjoyment of the Waterways.
- D. The District owns a skimmer vessel for removing debris from the Waterways in accordance with its Wisconsin Pollution Discharge Elimination System permit.
- E. City support for operating the skimmer vessel allows more extensive operation than would otherwise occur.

4. Date of Agreement

This Agreement is effective on January 1, 2026 and terminates on December 31, 2035.

5. District Responsibilities

The District will:

- A. provide a skimmer vessel, including maintenance, fuel, and berthing. The skimmer will be capable of removing floating organic and inorganic materials from the surface of waterways.
- B. enter into an agreement with a third party operator to manage and coordinate skimmer operations. The current operator is Veolia Water Milwaukee, LLC, which is contracted through February 29, 2028. According to this agreement, the third party operator will:
 - i. provide a certified boat captain and backup captain;
 - ii. provide and train skimmer staff;
 - iii. provide personal protective equipment, including personal floatation devices, for all persons on the skimmer;
 - iv. operate the skimmer according to Article 6;
 - v. coordinate preventative and corrective maintenance for the skimmer, in cooperation with the Port of Milwaukee and District;
 - vi. transfer all collected debris from the skimmer to a container at the Port of Milwaukee or other location determined by the Parties. If a collected item is too large for the dumpster or otherwise needs special handling, the third party operator will notify the Parties and the Parties, in consultation with the third party operator, will determine how to handle the special item;
 - vii. coordinate up to three meetings with the third party operator and the Parties to discuss skimmer operations; and
 - viii. maintain the levels of insurance as specified in its agreement with the District, which shall not be less than \$1 million per occurrence/\$2 million in the aggregate for Commercial General Liability, workers compensation meeting Wisconsin statutory requirements, \$1 million in business automotive insurance, and \$5 million for Contractors Pollution Liability Insurance.
- C. before April 1 of each year, notify the City of the City's funding amount. For 2026, this amount will be \$61,200. Every year thereafter, the amount shall increase by the greater of 2% or the Consumer Price Index for All Urban Consumers (CPI-U) Midwest – Size Class B/C for the previous January to January period;
- D. provide an annual report to the City. This report will include days of operation and the amount of debris collected. The District will provide this report before December 31 of each year; and
- E. provide marine liability insurance, with a \$1 million limit per event and in the aggregate, and excess liability and collision insurance, with a \$4 million limit per event and in the

aggregate. The City, the third party operator and any organization providing labor to the third party operator for the skimmer will be additional insured parties under these policies.

6. Skimmer Operations

The skimmer will operate on the Waterways:

- A. on approximately 110 days from mid-April through the end of October;
- B. on weekends to support community events, such as Summerfest;
- C. in response to requests from public and private parties for debris removal, when these requests are within the capabilities of the skimmer; and
- D. during and after major wet weather events to manage the increased volume of debris associated with these events.

7. City Responsibilities

The City will:

- A. pay the City's funding amount, as established by sec. 5.C, to the District no later than July 31 of each year. The City will send payment to:

Accounts Receivable
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446;

- B. provide containers for storing the debris collected by the skimmer before disposal at locations mutually acceptable to the District and the City; and
- C. dispose of the collected material.

8. Modifying the Agreement

The Parties may modify this Agreement only by a written amendment signed by each Party.

9. Severability

If a court finds any part of this Agreement unenforceable, then the remainder of the Agreement continues in effect.

10. Applicable Law

The laws of the State of Wisconsin apply to this agreement.

11. Resolving Disputes

If a dispute arises under this Agreement, then the Parties will try to resolve it with the help of a mutually acceptable mediator in Milwaukee County. The Parties will equally share any costs and fees associated with the mediation, other than attorney fees. If the dispute is not resolved within 30 days after the Parties refer it to a mediator, then either Party may take the matter to court. Venue in any action brought under this Contract is proper only in either the Circuit Court for Milwaukee County or the Federal District Court for Eastern Wisconsin.

12. Notices

A. The District will send notices related to this Agreement to:

Kurt Sprangers, P.E., CFM, Engineer in Charge
Department of Public Works
City of Milwaukee
841 North Broadway, Room 820
Milwaukee, Wisconsin 53202
kspran@milwaukee.gov

B. The City will send notices related to this Agreement to:

Beth Sauer, Freshwater Resources Supervisor
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446
esauer@mmsd.com

13. Conflict of Interest

No officer, employee, or agent of the District or the City who has any responsibility for implementing this Agreement may have any interest in any consultant, contractor, or vendor providing services to the District or the City under this Agreement.

14. Termination

Either Party may terminate this Agreement at any time on at least 30 days notice. To terminate this Agreement, a Party will provide written notice to the other Party. This notice will indicate the effective date of termination and the reasons for termination.

15. Independence of the Parties

This Agreement does not create a partnership. Neither Party may enter into contracts on behalf of the other Party.

16. Authority of Signatories

Each person signing this agreement certifies that the person is properly authorized by the Party's governing body to execute this Agreement.

17. Responsibility

The City and the District will be liable for their own negligent acts, errors, and omissions to the extent that any loss, claim, damage, or liability is founded upon or grows out of the acts or omissions of their officers, employees, or agents while acting within the scope of their employment where protection is afforded by secs. 893.80 and 895.46(1), Wis. Stats.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF MILWAUKEE

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
Jerrel Kruschke, P.E.
Commissioner of Public Works

Date: _____

Date: _____

COUNTERSIGNED:

By: _____
Bill Christianson, Comptroller

Date: _____

Approved as to form

Attorney for the District