

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN
CITY OF MILWAUKEE
AND
WAUKESHA COUNTY REGARDING A
REQUEST FOR PROPOSALS FOR RECYCLING SERVICES**

Agreement made this _____ day of _____, 2013, by and between the City of Milwaukee, a municipal corporation (City) and Waukesha County, a body corporate and politic (County).

Whereas, the City of Milwaukee and Waukesha County each own a Material Recovery Facility (MRF) that historically have been operated under private contract and have processed similar annual quantities of recyclables; and

Whereas, between 2007 and 2012, a series of studies were completed by both the County and the City to determine the best path for future MRF updates as needed to adopt to changing recycling collection and processing systems; and

Whereas, due to a number of program efficiency advantages that single-stream recycling has over dual-stream recycling, the above noted studies have strongly recommended that both the County and City implement a single-stream recycling system; and

Whereas, the City and County wish to jointly issue a Request for Proposals (RFP) and enter into a contract for the processing of their recyclables using a single-stream system; and

Whereas, the City and County intend to enter into another Intergovernmental Cooperation Agreement once a contractor, and a method of processing recyclables, is selected, to implement and administer that contract; and

Whereas, the City has authorized its Commissioner of Public Works to enter into this Agreement pursuant to Common Council Resolution Number _____, dated _____, 2013; and

Whereas, the County has authorized the appropriate officers to enter into this Agreement pursuant to Ordinance Number 117-052 dated November 16, 2012;

Now, therefore, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the parties agree, pursuant to Wis. Stat. 66.0301, as follows:

I.

REQUESTS FOR PROPOSALS

A. The City and County, acting through their public works department, and parks and land use department, shall each appoint a representative as the primary contact to administer the RFP process, including preparing the RFP, evaluating and ranking proposals, negotiating a proposed contract, and recommending the successful proposer to their respective governing bodies.

B. Proposals shall be solicited for processing the recyclables of both parties. The parties shall work cooperatively to draft the RFP, which will seek alternative proposals, generally described as follows:

1. The operation and maintenance of a joint MRF using the existing MRF located at 1313 West Mount Vernon Avenue in Milwaukee, which would remain in City ownership. All recyclables collected under the City and County recycling programs would be delivered to this site for processing.

2. The transporting, processing, and marketing of both parties' recyclables using a privately owned facility. Such a proposal must include operation of any transfer stations, which may include the City and County MRFs.

3. Alternate strategies from proposers.

C. Evaluation and Ranking of Proposals.

1. An evaluation committee shall be appointed by the parties, acting through their public works department, and parks and land use department, each party with the same number of committee members. Each alternative proposal shall be ranked separately, in accordance with the criteria specified in the RFP, so that the highest-ranked proposer for each alternate is identified. The committee shall then determine the preferred alternate.

2. The evaluation committee shall consider capital costs, O & M, and revenue sharing so that the alternative proposals can be adequately compared.

3. The evaluation committee shall assess the qualifications of the proposers, as well as the long-term financial impacts on and associated risks to the parties.

D. Negotiation. The parties' representatives shall attempt to negotiate a 15-year contract with the highest-ranked proposer for the preferred alternate. The contract shall be subject to the approval of the governing bodies of both parties.

II.

JOINT CITY-COUNTY RECYCLING PARTNERSHIP

A. The parties shall negotiate an intergovernmental cooperation agreement to jointly implement the plan that is determined to be the best long-term solution for recyclables processing for both communities.

B. If the selected alternative is a joint MRF plan utilizing either the City's existing MRF, (or a newly-designed MRF) the agreement shall address ownership, sharing of expenses and revenues, financing, and administrative structure.

III.

OTHER PROVISIONS

A. Indemnification. The County and the City each agree to indemnify, hold harmless, and defend each other, their officers, and employees, against any and all liability, losses, damages, costs or expenses, which they may sustain arising out of, in whole or in part, any negligent or intentional act or omission, in connection with the performance of this Agreement.

B. This Agreement shall become effective and binding upon both the County and City upon the last date of execution of either party. Due to the anticipated expiration of current recycling contracts, time is of the essence in the performance of this

Agreement. This Agreement shall terminate when performance is complete, or upon 30-days notice from either party.

C. CONFLICT OF INTEREST

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

2. Interest of Other Local Public Officials. No member of the governing body of the City or the County, and no other public official of either entity 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.

D. 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.

2. The parties will comply with all applicable provisions of the Americans with Disabilities Act of 1990, and all applicable laws, rules, and regulations affecting the subject matter of this Agreement.

E. 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:

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

- | | | |
|----|-----------------------|-------------------------------------------------------------------------------------------------------------------|
| 1. | To Waukesha County | Perry Lindquist
Parks and Land Use Department
515 West Moreland Blvd.
Waukesha, WI 53188 |
| 2. | The City of Milwaukee | Ghassan Korban, Commissioner
Department of Public Works
841 North Broadway, Room 516
Milwaukee, WI 53202 |

IN WITNESS WHEREOF, the parties have executed this Agreement.

COUNTY OF WAUKESHA

Date

Date

CITY OF MILWAUKEE

Date

Date

COUNTERSIGNED

CITY COMPTROLLER

Date

LUB:bl
2/11/13
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