

**INTERGOVERNMENTAL AGREEMENT FOR
TEMPORARY SIGNAGE AT MILWAUKEE COUNTY PARKS FOR FIREWORKS
PREVENTION
BETWEEN
MILWAUKEE COUNTY
AND
THE CITY OF MILWAUKEE**

THIS AGREEMENT is between the City of Milwaukee (“City”) and Milwaukee County (“County”).

WHEREAS, The City and the County conclude that the prevalence of illegal fireworks creates substantial public health and safety risks, including personal injury, destruction of property, and are a drain on public resources and cause disruption to the of quality of life for citizens of the City and County of Milwaukee; and

WHEREAS, There is a high prevalence of illegal fireworks in Milwaukee County Parks on and around the 4th of July, and illegal fireworks distract from the safety of and the ability to enjoy 4th of July celebrations in Milwaukee County Parks by attendees; and

WHEREAS, In July, 2007, the City’s Fireworks Task Force recommended to the Common Council that, as part of a multi-pronged educational campaign, temporary signage be placed at Milwaukee County Parks within the City of Milwaukee informing people that fireworks are illegal to sell, use, discharge and possess; and

WHEREAS, Both parties are dedicated to the prevention of illegal fireworks, and believe that an educational campaign focused on Milwaukee County Parks will have the dual benefit of making parks safer and more enjoyable on and around the 4th of July and preventing illegal fireworks usage throughout Milwaukee County; and

WHEREAS, Both parties agree that installing temporary signage at certain park entrances 7 to 10 days prior to the 4th of July will accomplish the goal of educating users of the illegality of fireworks, and placing signs at certain parks will successfully reach a large number of Milwaukee County residents; and

WHEREAS, This Agreement represents an effort by the City and the County to enhance cooperation and collaboration to promote prevention and education as a means of improving safety and security throughout Milwaukee County; and

WHEREAS, The Common Council approved this Agreement by Common Council File No. 071706 and directed the appropriate City officials to execute this Agreement; and

WHEREAS, The County subsequently approved this Agreement and authorized the appropriate officials to execute this Agreement; and

WHEREAS, In consideration of the mutual benefits to be provided to the City and County and under the authority granted to the City and the County in Wis. Stat. § 66.0301(2), the parties enter

into the following Intergovernmental Agreement for temporary signage related to fireworks prevention at certain Milwaukee County Parks.

IT IS HEREBY AGREED, by and between the parties, as follows:

I. COUNTY'S RESPONSIBILITIES

A. Installation.

County shall install between 20 and 30 total signs at entrances of the following locations between 7 and 10 days prior to the Milwaukee County Parks 4th of July celebrations, whether or not the following locations have a celebration, and at entrances which the County determines to be the most frequented and in the most visible locations:

1. Alcott Park
2. Gordon Park
3. Greenfield Park
4. Humboldt Park
5. Jackson Park
6. Dr. Martin Luther King, Jr. Park
7. Lake Park
8. Lincoln Park
9. McGovern Park
10. Merrill Park
11. Mitchell Park
12. Noyes Park
13. Sherman Park
14. South Shore Park
15. Washington Park
16. Wilson Park

B. Removal and storage of signs.

County shall remove signs between 7 and 10 days after the Milwaukee County Parks 4th of July celebrations, whether or not the locations have a celebration, and shall store the signs for future use in County facilities.

C. Report to City.

County shall report to City the total number of signs that were recovered and the total number of signs that were recovered but damaged beyond being rendered useable in the future.

D. Reimbursement of expenses.

County shall reimburse City for 50% of cost of signage production, not to exceed \$600.00, one-half of the total cost under section II-B.

II. CITY'S RESPONSIBILITIES

A. Create design.

City shall have sole responsibility for creating the content and design of the temporary signs.

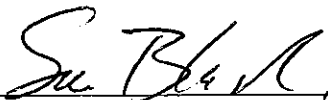
B. Contract with a distributor.

City shall contract with the distributor and pay all costs for signage production. Total costs shall not exceed \$1200.00.

III. TERMINATION OF AGREEMENT

This Agreement shall terminate at the end of 2008. This Agreement may be extended by the parties to cover subsequent years under the same terms and conditions that exist in this Agreement after receiving further approval from the Common Council and the County Board of Supervisors.


APPROVED:
MILWAUKEE COUNTY



SUE BLACK, Director, Milwaukee County Parks
Milwaukee County

Date: 5-7-08

APPROVED:
CITY OF MILWAUKEE



RONALD D. LEONHARDT, City Clerk
City of Milwaukee

Date: 5/30/08

attached to CCFN071706
LRB08201-1
LCS