

Exhibit A

INTERGOVERNMENTAL COOPERATION AGREEMENT

BETWEEN

CITY OF MILWAUKEE

AND

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

THIS AGREEMENT is entered into between the City of Milwaukee (CITY), through the Department of City Development (DCD), and Board of Regents of the University of Wisconsin System (the UNIVERSITY), on behalf of the University of Wisconsin – Milwaukee.

GENERAL SERVICE DESCRIPTION – The UNIVERSITY hereby agrees to provide planning and design services to the CITY as described in Section III of this Agreement.

TIME OF PERFORMANCE - To commence on the date of execution of this Agreement, for a period of one year.

PAYMENT - The services shall be provided in accordance with the terms and conditions stated in Section IV of this Agreement, unless different terms and conditions are agreed upon by the parties in writing.

WHEREAS, the UNIVERSITY is desirous of providing the CITY with planning and design services, to be provided by its employee, Robert Greenstreet (GREENSTREET); and

WHEREAS, the CITY and the UNIVERSITY are desirous of entering into this Intergovernmental Cooperation Agreement as authorized by § 66.0301, Wis. Stats.; and

WHEREAS, the UNIVERSITY represents itself as being capable, experienced, and qualified to undertake and perform the services described under the terms and conditions of this

Agreement, through the use of its employee, GREENSTREET, as an independent contractor of the CITY; and

WHEREAS, the Common Council of the City of Milwaukee, through Resolution File No. _____, adopted on _____, authorized the Commissioner of DCD to enter into this Agreement;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. RETENTION OF SERVICES. The CITY hereby agrees to engage the UNIVERSITY and the UNIVERSITY hereby agrees to perform through the use of its employee, GREENSTREET, as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Agreement.

II. REQUIREMENTS. The UNIVERSITY through GREENSTREET, is required to:

A. do, perform, and carry out in a satisfactory, timely and proper manner, the services delineated in this Agreement.

B. comply with requirements listed with respect to billing, avoiding conflicts of interest, and other matters relating to the performance of the services.

III. SCOPE OF SERVICES.

The UNIVERSITY, through GREENSTREET, shall provide services, at the direction and with the approval of the Commissioner of DCD, to coordinate, review, and implement the work of DCD's Planning Division in the following areas:

1. Gathering data and preparing forecasts concerning the CITY's overall development and special analysis of specific community needs, problems, and issues.

2. Creating the long-term development framework, short-term development programs, detailed program plans, and funding applications necessary to convert the CITY's development goals and objectives into on-going programs.

3. Performing physical design and design review of development proposals.

4. Designing and administering the CITY's land-use control system, and designing, maintaining, and monitoring the comprehensive plan, zoning ordinance, and historic preservation ordinance.

5. Acquiring, maintaining, and selling real estate for the CITY and its related agencies.

6. Providing liaison with other CITY, regional, state, and national planning agencies.

7. Conferring with the Mayor of the City of Milwaukee as necessary concerning issues arising in connection with the performance of the duties described in Section III of this Agreement.

IV. SPECIFIC CONDITIONS OF PAYMENT. Payment will be made to UNIVERSITY according to the following schedules upon satisfactory performance:

1. The UNIVERSITY shall submit an itemized bill for GREENSTREET's services. CITY agrees to pay the bill upon review and approval by the Commissioner of DCD on the basis that the charges are reasonable and that the work was necessary to perform.

2. The UNIVERSITY shall be paid \$7917 per month, following submission of itemized invoices showing work hours expended by GREENSTREET during the prior month. It is understood and agreed that GREENSTREET must devote sufficient hours to perform all the duties described in Section III of this Agreement. It is understood that GREENSTREET is an employee of the UNIVERSITY, and may provide consulting services to others.

3. The CITY will pay GREENSTREET's out-of-pocket expenses for long-distance telephone charges, photocopying charges, document filing fees, mileage, transcript fees, facsimile transmission charges, parking, and other legitimate expenses, to the extent that they are not compensated by the UNIVERSITY. The CITY will not be responsible for costs associated with maintaining GREENSTREET's licenses or memberships in organizations. The CITY will provide GREENSTREET with adequate work space, computer and telecommunications equipment, and support staff in the DCD offices. To the extent feasible, CITY will provide GREENSTREET with access from his residence or his private office, to the DCD computer network. The UNIVERSITY agrees that all out-of-pocket expenses will be itemized on the invoices.

4. Payments due the UNIVERSITY for work completed shall be made promptly pursuant to the CITY's prompt-payment policy.

5. The CITY shall pay under this Agreement an amount not to exceed \$95,000.00 for the entire one-year term of this Agreement.

V. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the UNIVERSITY at:

Vice Chancellor for Administrative Affairs
The University of Wisconsin – Milwaukee
Chapman Hall 335
P.O. Box 413
Milwaukee, WI 53201

and to the CITY at:

Department of City Development, Attn: Commissioner
809 North Broadway, 2ND Floor
Milwaukee, WI 53202

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

VI. DOCUMENTS and MEETINGS.

A. The UNIVERSITY agrees to submit reports, through GREENSTREET, as may be required by the CITY at such times as may be scheduled for submittal. GREENSTREET shall be made available to meet with CITY representatives, and to attend meetings or hearings, as requested by the Commissioner of DCD.

B. All reports, studies, analyses, memoranda, and related data and material as may be developed pursuant to the performance of this Agreement shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any further compensation to the UNIVERSITY or GREENSTREET other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by GREENSTREET under this Agreement are confidential and the UNIVERSITY agrees that it will not, without prior written approval by the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided, subject to the provisions of the Wisconsin Public Records Law. The UNIVERSITY shall assist the CITY in meeting its obligations under the Wisconsin Public Records Law.

C. If this Agreement is terminated for cause or for any other reason, all finished or unfinished documents or materials prepared under this Agreement shall be immediately transmitted to the CITY at the effective date of such termination.

VII. CONDITIONS OF PERFORMANCE AND COMPENSATION.

A. Performance. The UNIVERSITY agrees that the performance of the work, services and the results therefrom, pursuant to the terms, conditions and agreements of this Agreement, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. Additional Fringe or Employee Benefits. GREENSTREET shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.

C. Taxes, Social Security, and Government Reporting. Personal income tax payments, social security contributions, and all other governmental reporting and contributions required as a consequence of the UNIVERSITY receiving payment under this Agreement shall be the sole responsibility of the UNIVERSITY.

D. The CITY shall indemnify and hold harmless GREENSTREET and the UNIVERSITY for any claims or liability that may arise as the result of GREENSTREET'S actual performance of professional services under this Agreement.

The UNIVERSITY, as a unit of the State of Wisconsin, is protected by § 895.46(1), Wis. Stats. This coverage protects the UNIVERSITY, its officers and staff, from and against any and all claims, damages, liabilities, costs and expenses (including legal fees) arising out of any acts or omissions considered within the scope of its employment and operations. The UNIVERSITY and the CITY will notify each other promptly of any legal claim or action arising in connections with performance under this Agreement.

E. Subcontracting. The UNIVERSITY shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the Commissioner of

DCD, nor shall it utilize the services of anyone other than GREENSTREET for the performance of the work described in this Agreement, without the written consent of the Commissioner of DCD.

VIII. TERMINATION OF CONTRACT. The CITY, acting by the Commissioner of DCD, may terminate this Agreement at any time for no reason by giving five days' notice in writing.

If the Agreement is terminated by the CITY as provided herein, the UNIVERSITY will be paid for services actually and satisfactorily performed.

IX. CHANGES. The CITY may from time to time request changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of UNIVERSITY's compensation that are mutually agreed upon by and between the CITY and the UNIVERSITY, shall be incorporated in written amendments to the Agreement.

X. ASSIGNABILITY. The UNIVERSITY shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, novation, or any other manner), without the prior written consent of the Commissioner of DCD; provided, however, that claims for money due or to become due the UNIVERSITY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the Commissioner of DCD.

XI. RECORDS.

A. Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of seven years after receipt of the final payment under this Agreement.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible.

XII. REPORTS AND INFORMATION. At such times and in such forms as the CITY may require, there shall be furnished the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Agreement.

XIII. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the CITY or such agency for examination all of its records with respect to all matters covered by this Agreement and will permit the CITY or such agency and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment and other data relating to all matters covered by this Agreement.

XIV. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the UNIVERSITY or GREENSTREET under this Agreement are confidential, to the extent permitted by law, and the UNIVERSITY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY, subject to the provisions of the Wisconsin Public Records Law.

XV. CONFLICT OF INTEREST.

A. Interest in Contract. No officer, employee or agent of the CITY 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 personal interest, direct or indirect, in this Agreement.

B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality 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.

C. Interest of UNIVERSITY and Employees. The UNIVERSITY covenants that no person who exercises any functions or responsibilities in connection with the Agreement other than GREENSTREET has any personal financial interest, direct or indirect, in this Agreement. The UNIVERSITY further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. It is understood and agreed by the UNIVERSITY that GREENSTREET shall not perform any services under this Agreement that may directly affect the interests of the UNIVERSITY without first making full disclosure to the Commissioner of DCD in writing, and obtaining the Commissioner's approval in writing. The UNIVERSITY further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of the UNIVERSITY or its employees must be disclosed to the CITY; provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

XVI. DISCRIMINATION PROHIBITED.

A. In all hiring or employment made possible by or resulting from this Agreement there (1) will not be any discrimination against any employee or applicant for employment because of

race, color, sex orientation, religion, sex or national origin, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex orientation, sex or national origin.

This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex or national origin.

B. No person in the United States shall, on the ground of race, color, sex orientation, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

C. The UNIVERSITY will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

XVII. OTHER PROVISIONS. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Agreement may be utilized by the City in

such manner and purpose as the CITY desires or determines without permission or approval of the UNIVERSITY or compensation to the UNIVERSITY therefor other than herein provided.

IN WITNESS WHEREOF, the UNIVERSITY and the CITY have caused this Agreement to be executed for and on their respective behalves as of the dates hereinafter set forth.

Dated and signed this _____ day of _____, 200____.

**CITY OF MILWAUKEE,
a municipal corporation**

BY: _____
COMMISSIONER OF THE DEPARTMENT
OF CITY DEVELOPMENT

DATE

**BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM, on
behalf of the University of Wisconsin-Milwaukee**

BY: _____
MONICA RIMAI, Interim Vice-Chancellor
and Chief Legal Counsel

DATE

COUNTERSIGNED:

BY: _____
 COMPTROLLER

DATE

Approved as to Content, Form
and Execution

Deputy City Attorney

1049-2004-1420/80770
6/14/04