

Intergovernmental Cooperation Agreement between the City of Milwaukee, through its Health Department, and the Milwaukee Board of School Directors for a Mass Care Facility

This Intergovernmental Agreement (“Agreement”) has been executed by the City of Milwaukee, via its Milwaukee Health Department (“Department”) and the Milwaukee Board of School Directors (“MPS”) and is effective as of the date of the final signature in the signature block below.

I. Background

1. The City of Milwaukee has, and may continue to, endure public health disasters and emergencies of natural and human origin which may exceed the response capabilities of the Department's facilities.
2. Pursuant to the terms of federal, state, and local law, the Department is required to promote health, control and contain health hazards, and to provide control, suppression and prevention of communicable diseases.
3. The Department and MPS have determined that it is in the best interests of the people of their community and surrounding communities to maintain a site inventory for incident response, which may include but is not limited to distribution of medical supplies, health screening, or mass care sheltering, in order to expedite aid.
4. The purpose of this agreement is to provide the Department with local facilities for service to the general public as a preparedness mechanism for the Department’s response to community events threatening human health.

II. Event. “Event” means a substance, activity or condition that is known to have the potential to cause acute or chronic illness, to endanger life, to generate or spread infectious diseases, or otherwise injuriously to affect the health of the public and/or an increase in service and resource demands, which threaten to exceed the Department’s capacity.

III. Operational Terms.

1. Facilities.

- a. This Agreement governs the use a MPS Facility (Facility) to which the Department is granted access to and use of during an Event.
- b. Facilities selected for the Event shall be separately described on Exhibit D.

2. Designation of Authorized Representative and Facility Representative.

- a. Only an Authorized Representative may request the use of a Facility. The Department shall designate its Authorized Representative(s) by completing Exhibit A. Any changes to the designees or their contact information, as indicated in Exhibit A, shall be modified in writing and shared with MPS as soon as possible.
- b. Only a Facility Representative may grant or deny a request to use a Facility. MPS shall designate its Facility Representatives by completing Exhibit B. Any changes to the designees or their contact information, as indicated in Exhibit B, shall be modified in writing and shared with the Department as soon as possible.

3. Initiating and responding to a request to use a Facility.

- a. The Department’s Authorized Representative may request the use of a Facility to respond to an Event by contacting the Facility Representative via the contact information provided in

Exhibit B. The request shall identify the desired facility, if known, Event, specify the amount and type of equipment being requested, and the anticipated dates and times for which the Facility will be used by the Department. MPS shall assign building engineering and security staff to accommodate the Department request. In making a request, the Department shall provide the Facility Representative with as much advance notice as is practicable under the circumstances. The Department may initially make the request verbally or in writing. If verbal, the Department shall put the request in writing as soon as possible following the initial verbal request. Making a verbal request shall not impede the timeframe of response described below.

- b. The Facility Representative shall acknowledge the request within one hour of its receipt. Requests not responded to in one hour or made outside of normal business hours shall be made to the MPS 24/7 Facility Emergency Operations line. If the request remains unacknowledged within one hour, the Department shall contact another Facility Representative who shall respond within one hour of receiving the second request.
 - c. The Facility Representative shall then grant or deny the request within two hours of acknowledgment. Grant or denial may initially be verbal, if required by the circumstances, and must be provided in writing as soon as practicable.
 - d. If the request is denied, the Facility Representative will make a reasonable effort to supply a comparable facility that meets the needs requested by the Authorized Representative.
 - e. If the request is granted, MPS shall provide the Department with access to and use of the Facility and the equipment identified on Exhibit C as indicated in the request.
4. Duration. If the duration of use included in the initial accepted request must be extended, the Department and MPS shall execute an amendment to the request which shall not be effective unless approved by the Authorized Representative and the Facility Representative in writing via email from the Facility Representative's official email account. The Department may unilaterally decrease the initial duration by providing written notice to the Facility Representative.
5. Reimbursement of Costs.
- a. **Usage of Facilities and Equipment**. MPS shall not charge the Department rent or a space license fee for use of the Facilities or associated equipment pursuant to this Agreement.
 - b. **Damage to Facility and equipment**.
 - i. Costs of \$5,000.00 or less. The following terms apply to a request for payment of costs of \$5,000.00 or less for any individual item of Facility or equipment repair or replacement. City will pay for the reasonable costs of repair to, or replacement of, equipment or Facilities for damage directly and solely attributable to City's use of the Facility or equipment. MPS shall invoice Department for the actual and reasonable costs of repair. If repair is not possible, MPS shall invoice Department for the actual and reasonable costs of replacement. If the Department receives an invoice for replacement, Department may elect to seek the opinion of a third party,

at no cost to MPS, mutually agreed to by MPS and the Department to determine whether repair of the equipment and a return to its original capabilities is possible. If the third party determines such repair is possible, MPS shall invoice the Department for the actual and reasonable costs of the repair. If the invoice is not ultimately paid within 90 days, the Department and MPS shall engage in the Dispute Resolution protocol described below.

- ii. Costs of \$5,000.01 or more. The following terms apply to a request for payment of costs of \$5,000.01 or more for any individual Facility or equipment repair or replacement. Both parties recognize that each has a governing body that must approve payment and receipt of large expenses. In the case of damage to equipment or a Facility that exceeds \$5,000.01 or more, MPS shall invoice the Department for the reasonable costs of repair to, or replacement of, equipment or Facilities for which damage is directly and solely attributable to Department's use, or for which MPS's property insurance policy does not provide coverage. Department shall either pay the invoice, contest the invoice, or refer the invoice to the Common Council and the City Attorney for their consideration.
- c. **MPS building engineering and security staff.** MPS shall not charge the Department for building engineering or security staff time that is not attributable to the Event and the Department's operations. MPS shall provide the Department with a monthly (or within 30 days of termination) invoice for the costs of building engineering and security staff time above and beyond normal operations of MPS. MPS shall only invoice the City for the actual costs of any regular salary hours and/or overtime at the applicable employee's regular rates of pay.
- d. **Consumables.** MPS shall provide the Department with a monthly (or within 30 days of termination) invoice for the costs of any consumables used by the Department which are described on Exhibit C or otherwise agreed to in writing. MPS shall invoice only MPS's real out-of-pocket expenses, which shall be supportable by appropriate accounting records at Department's request. MPS shall not charge a surcharge, profit, or administrative fee for these consumables.
- e. **Utilities.** MPS shall not charge the Department for the costs of utilities at the Facility unless the Department's use of the Facility exceeds 30 calendar days. If the Department's use of the Facility exceeds 30 calendar days, MPS shall provide the Department with a monthly (or within 30 days of termination) invoice for the utilities, prorated to the Department's use of the Facility beginning on the 31st day of use, and attributable to only the portion of the Facility used by the Department (if a portion was use) and to the hours of the Department's use (i.e. if the Facility normally is heated, cooled, or lighted during the hours that the Facility is not in use by the Department, Department shall not be charged for utilities used during such time periods). If utilities cannot easily be attributed to the specific location and time of use by Department, MPS and Department shall negotiate in good faith to arrive at a reasonable estimate and upon such agreement, MPS shall invoice the Department.
- f. **Payment of invoices.** Except as otherwise provided herein, Department shall pay MPS's invoice(s) in accordance with the City of Milwaukee's Prompt Payment Policy, which may be accessed at <https://city.milwaukee.gov/Purchasing/PP/Payments>.

6. Access. MPS may enter the Facility during the duration of use by the Department for any reason without notice, provided such entry does not unreasonably interfere with the Department's use of the Facility.
7. Insurance. The Department and Facility shall determine for themselves what insurance to procure, if any. Nothing in this Agreement shall be construed to require any party to procure insurance.
8. Independent relationship. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create a partnership, joint venture or any relationship between the Department or Facility other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement.
9. No waiver. Irrespective of any other term of this agreement, including the section entitled Reimbursement of Costs, nothing in this Agreement shall be construed to waive any privilege, right of recovery, cause of action, defense, remedy, category of damages, or immunity to which either the Department or MPS is entitled under common law, or federal, state, or local law; waiver of any of the foregoing may only be accomplished in writing by an individual with the authority to bind the party.
10. Term and Termination. This Agreement shall be effective upon execution of the final signature in the signature block, and shall continue until either party terminates the Agreement, or five (5) years from the date of final signature, whichever is sooner. The Department or MPS may terminate the Agreement by providing written notice to the other party via the Authorized Representative or the Facility Representative at least thirty (30) days prior to the effective date of such termination, unless mutually agreed to a lesser time, in writing, by both parties.
11. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Venue for any claim arising from this Agreement shall be in the appropriate courts located in Milwaukee County, Wisconsin.
12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; provided, however, that if any provision of this Agreement shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
13. Nondiscrimination. It is City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories ("Protected Classes"), pursuant to Milwaukee Code of Ordinances (MCO) Section 109-9. Contractors and their subcontractors used by the Department throughout the duration of this Agreement may not discriminate against any member of the Protected Classes, and such contractors must insert this clause into any subcontracts of subcontractors.
14. Dispute Resolution. In the event of a dispute concerning any invoice or claim, or the obligation to pay any invoice or claim, the parties shall proceed according to these steps:
 - a. First, the parties shall request, and provide to the requester, a reasonable amount of supporting documentation to substantiate the requested payment. Neither party shall charge the other for either the production or review of such information.

- b. If the dispute remains unresolved after a reasonable exchange of information, the parties shall meet to discuss the disputed costs, in person, and attempt to negotiate a resolution in good faith.
 - c. If the dispute remains unresolved after the first attempt at negotiation, the parties shall engage the services of a mutually agreed upon mediator, who shall take briefs upon the disputed costs, and shall engage the parties in not less than one mediation sessions of not less than one hour each. The parties shall split the costs of mediation. Each party shall provide an in-person representative with the authority to make a recommendation to the City of Milwaukee Common Council or the Milwaukee Board of School Directors, as applicable.
 - d. If the dispute remains unresolved after the initial or subsequent mediation sessions, the parties may proceed with all legal recourse available to them.
15. Entire Agreement. This Agreement, and all Exhibits thereto, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, discussions, representations, warranties and covenants between the parties concerning the subject matter hereof. Any amendments, changes or modifications to this Agreement shall be in writing and executed by the parties.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of this ____ day of _____, 2026.

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____

Title: _____

Date: _____

CITY OF MILWAUKEE HEALTH DEPARTMENT

By: _____

Title: _____

Date: _____

CITY OF MILWAUKEE COMPTROLLER

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND EXECUTION

Office of the City Attorney

Date

EXHIBIT A

AUTHORIZED REPRESENTATIVE DESIGNATION WORKSHEET

Date: 11/26/2025

Authorized Representatives to request use of Facility by the City of Milwaukee Health Department:

Name: Michael F. Totoraitis, PhD

Title: Commissioner of Health

Address: 841 N Broadway, 3rd Floor, Milwaukee, WI 53202

Daytime phone: 414-758-0025

After hours phone: 414-286-6800

24/7 phone if applicable: 414-286-6800

Email: mtotora@milwaukee.gov

Name: Tyler Weber

Title: Deputy Commissioner of Environmental Health

Address: 841 N Broadway, 3rd Floor, Milwaukee, WI 53202

Daytime phone: 414-305-7623

After hours phone: 414-286-6800

24/7 phone if applicable: 414-286-6800

Email: tyweber@milwaukee.gov

Name: Christine Westrich

Title: Emergency Response Planning Director

Address: 841 N Broadway, 3rd Floor, Milwaukee, WI 53202

Daytime phone: 414-336-8039

After hours phone: 414-286-6800

24/7 phone if applicable: 414-286-6800

Email: chwest@milwaukee.gov

EXHIBIT B

FACILITY REPRESENTATIVE DESIGNATION WORKSHEET

Date: 12/05/2025

Facility Representatives to open Facility, offer, or provide assistance:

Name: Mike Turza
Title: Interim Chief of Operations
Address: 5225 W Vliet Street
Daytime phone: 414-750-0842
After hours phone: 414-531-1208
24/7 phone if applicable:
Email: turzamx@milwaukee.k12.wi.us

Name: Eduardo Galvan
Title: Deputy Superintendent
Address: 5225 W Vliet Street
Daytime phone: 414-651-2617
After hours phone: 414-745-1395
24/7 phone if applicable:
Email: galvanem@milwaukee.k12.wi.us

Name: Michael Harris
Title: Chief of Staff
Address: 5225 W Vliet Street
Daytime phone: 414-750-0743
After hours phone: 414-651-6402
24/7 phone if applicable:
Email: harrism3@milwaukee.k12.wi.us

Lead Security Contact

Name: Dr. Shannon Jones
Title: Director of School Safety and Security
Address: 3841 W St. Paul Avenue
Daytime phone: 414-345-6628
After hours phone: 414-750-3488
24/7 phone if applicable:
Email: jones@milwaukee.k12.wi.us

Lead Building Engineering Contact

Name: Tyrone Kendrick
Title: Manager III Building Operations
Address: 1124 N 11th Street
Daytime phone: 414-283-4764
After hours phone: 414-550-4811
24/7 phone if applicable: 414-550-4811
Email: kendritx@milwaukee.k12.wi.us

EXHIBIT C
FACILITIES

Facility Name (copy this chart as necessary)	
Facility Address	
Hours Facility may be made available to Department	Monday: Tuesday: Wednesday: Thursday: Friday: Saturday: Sunday:
Access points made available to Department	
Parking made available to Department	
Areas within building made available to Department (specify rooms, cafeteria, gymnasium, hallways, restroom, locker room, etc.) A facility map with highlighted areas may be appended to the Exhibit if appropriate.	
Equipment on site made available to Department	
MPS operational staff made available	
Other use restrictions	
Consumables (food, gasoline or diesel fuel for equipment, etc.), not to include utilities.	
Building engineering staff	
Security staff	

EXHIBIT D

MPS APPROVED FACILITY SITE LIST

**Subject to change*

Aldermanic District	MPS School	Address
1	Rufus King HS	1801 W Olive St, Milwaukee, WI 53209
2	Marshall HS	4141 N 64th St, Milwaukee, WI 53216
2	James Madison HS	8135 W Florist Ave, Milwaukee, WI 53218
4	Milwaukee HS of the Arts	2300 W Highland Ave, Milwaukee, WI 53233
5	Milwaukee School of Languages	8400 W Burleigh St, Milwaukee, WI 53222
6	La Escuela Fratney	3255 N Fratney St, Milwaukee, WI 53212
6	Andrew S Douglas Middle School	3620 N 18th St, Milwaukee, WI 53206
7	DPW Field HQ	3850 N 35th St, Milwaukee, WI 53216
8	U.S. Grant School	2920 W Grant St, Milwaukee, WI 53215
8	Carmen HS South Campus	1712 S 32nd St, Milwaukee, WI 53215
9	Vincent HS	7501 N Granville Rd, Milwaukee, WI 53224
11	Hamilton HS	6215 W Warnimont Ave, Milwaukee, WI 53220
12	Bradley Tech HS	700 S 4th St, Milwaukee, WI 53204
13	Ronald Reagan HS	4965 S 20th St, Milwaukee, WI 53221
14	Bay View HS	2751 S Lenox St, Milwaukee, WI 53207
15	North Division HS	1011 W Center St, Milwaukee, WI 53206
15	Washington HS	2525 N Sherman Blvd, Milwaukee, WI 53210

Last Rev. Dec. 2025