

**INTERGOVERNMENTAL COOPERATION AGREEMENT
for the
HAWTHORN GLEN TRAIL REHABILITATION PROJECT**

**By and Between
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS AND
THE CITY OF MILWAUKEE**

THIS AGREEMENT made this ____ day of _____, 2011 by and between the Milwaukee Board of School Directors (“MBSD”), a body politic, organized and existing under Chapter 119, Wis. Stats., with its principal offices located at 5225 West Vliet Street, Milwaukee, Wisconsin, and the City of Milwaukee (“CITY”), a Wisconsin municipal corporation whose address is 200 E. Wells Street, Milwaukee, Wisconsin.

RECITALS

WHEREAS, Since 1955, the CITY and MBSD have worked collaboratively with respect to the development and maintenance of the Hawthorn Glen Outdoor Education and Nature Center, all pursuant to a general policy adopted by both CITY and MBSD; and

WHEREAS, Pursuant to Common Council Resolution File No. 091569, the CITY authorized its Department of Public Works (“DPW”) to apply for, accept and fund a State of Wisconsin, Department of Natural Resources grant in the amount of \$140,000 (the “Grant”) to be used in making improvements to the existing Hawthorn Glen facilities (the “Project”); and

WHEREAS, The estimated cost of the Project is \$280,000, of which 50% (\$140,000) would be provided through Grant proceeds and the remaining 50% would be in the form of cash and other contributions provided by the Milwaukee Public Schools (“MPS”), as sub-grantee of the grant proceeds; and

WHEREAS, The Grant has been awarded, and this Agreement is entered into for purposes of memorializing CITY’s and MBSD’s respective roles and responsibilities with respect to operation of the Grant and completion of the Project.

NOW, THEREFORE, CITY and MBSD, in consideration of the mutual promises and undertakings hereinafter contained, agree as follows:

1. Upon approval of this Agreement by MBSD, MPS shall forward the sum of Fifty Thousand Dollars (\$50,000) to CITY. CITY shall apply such funds towards Project costs.

2. CITY, through its DPW, will contract for work associated with the Project, up to a maximum of \$190,000, in accordance with CITY's public works contracting procedures. It is agreed that the base contract amount will not exceed \$100,000, and the remaining \$90,000 in work will be identified as additional or alternate bid items, which the City will authorize to proceed once sufficient matching MPS non-cash contributions are approved by the Wisconsin DNR.

3. In order to receive all of the Grant proceeds, MPS must provide, or cause the provision of, non-cash contributions to the Project in an amount totaling at least \$90,000. Such contributions will be in the form of force account labor, force account equipment, force account material, volunteer labor, and donated services and materials. All non-cash contributions shall be documented and structured in accordance with Wisconsin DNR grant guidelines and requirements.

4. MPS will be responsible for the supervision, coordination, inspection, and approval of all Project work. CITY, as the primary grantee, reserves the right to provide additional supervision or inspection of any Project work.

5. CITY and MPS will complete and provide, upon request, whatever documentation or information may be necessary for successful completion and close-out of the Grant.

6. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, The parties to this Agreement have caused this Agreement to be duly executed as of the date first above written.

CITY OF MILWAUKEE	MILWAUKEE BOARD OF SCHOOL DIRECTORS
<hr/> Tom Barrett, Mayor	<hr/> Dr. Michael Bonds, President
<hr/> Ronald D. Leonhardt, City Clerk	<hr/> Dr. Gregory Thornton, Superintendent
COUNTERSIGNED:	
<hr/> W. Martin Morics, Comptroller	

Approved as to form and execution
this ____ day of _____ 2011

Assistant City Attorney

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