

**Intergovernmental Agreement  
Relating to the Sharing of Costs for the 2022-2026 Congestion Mitigation and Air  
Quality program cycle for the Milwaukee County Beerline Trail Extension  
Between Milwaukee County and the City of Milwaukee**

This Agreement is entered into by Milwaukee County, a Wisconsin municipal body corporate (County) and the City of Milwaukee, a Wisconsin municipal body corporate (City) and effective as of the date of the final signature in the signature block below.

1. Authority. The Parties are authorized to enter into this intergovernmental agreement pursuant to Wis. Stat. § 66.0301. Each party warrants for itself that it complies with all applicable laws to execute this Agreement and that the persons(s) executing this Agreement on its behalf is authorized to do so.
2. Project. The project will involve the design and construction of a 1.65-mile extension of the Beerline Trail from W. Capitol Drive to N. 20<sup>th</sup> Street. The Project is located both within the City of Milwaukee and the City of Glendale.
3. Lead Agency.
  - a. City will administer the design of the Project.
  - b. County will administer the Construction of the Project.
4. Funding. The City and County jointly applied for a CMAQ grant with the County acting as the lead applicant. Each party is administering a different part of the project, so the State of Wisconsin set up State Municipal Agreements with each. The total cost of the project is \$1,818,550.00 with a federal share of \$1,454,840.00 and a local 20% match of \$363,710.00. The local match is split between the City and County based on the design and construction breakdown articulated in items 5e and 5f.
5. Cost Sharing.
  - a. City is the responsible party for, and will fund the local share for, the portion of the project within the City of Milwaukee.
  - b. County is the responsible party for, and will fund the local share for, the portion of the project within the City of Glendale.
  - c. Parties shall ensure that all necessary funding of each project phase, namely, design and construction, is in place for their portion of the project costs.
  - d. The relevant jurisdictional parameters (see map of Project area attached as Exhibit A):
    - i. Existing Beerline Trail at W. Capitol Drive to W. Olive Street – City.
    - ii. W. Olive Street to City limit approximately 300 ft. west of N. Port Washington Rd. – County.
    - iii. City limit approximately 300 ft. west of N. Port Washington Rd. to City limit approximately 500 ft. west of N. Port Washington Rd. – City.
    - iv. City limit approximately 500 ft. west of N. Port Washington Rd. to the

- City limit approximately 100 ft. east of N. Green Bay Ave. – County.
- v. City limit approximately 100 ft. east of N. Green Bay Avenue to N. 20th Street – City.

e. Design Costs:

- i. Total cost: The total design cost is \$281,950.00.
- ii. City responsibility: The estimated design costs for the portion of the project within the City of Milwaukee is \$245,860.00. The local share of this amount is \$49,172.00.
- iii. County Responsibility: The estimated design cost for the portion of the project within the City of Glendale is \$36,090.00. The local share of this amount is \$7,218.00.

f. Construction Costs:

- i. Total cost: The total construction cost is \$1,536,600.00.
  - ii. County responsibility: The estimated construction cost for the portion of the project within the City of Glendale is \$200,500.00. The local share of this amount is \$40,100.00.
  - iii. City responsibility: The estimated construction cost for the portion of the project within the City of Milwaukee is \$1,336,100.00. The local share of this amount is \$267,220.00.
- g. Work necessary to complete the Project is to be financed entirely by the responsible party where the work is located and includes, but is not limited to, the following items:
- i. New installations of, or alterations of, sanitary sewers or connections, water, gas, electric, telephone, telegraph, fiber optic, fire or police alarm facilities, pipelines, and similar utilities.
  - ii. Repair of damage to roads and streets caused by reason of their use in hauling materials incidental to the improvement.
- h. If either party should withdraw from the project (the “withdrawing party”), it will reimburse the remaining party for the withdrawing party’s proportionate share of all costs incurred by the remaining party as of the date of withdrawal, less any applicable grant funding which the withdrawing party shall diligently pursue and apply for costs incurred prior to the withdrawing party’s withdrawal. County and City may request that the State of Wisconsin amend the withdrawing party’s grant agreement to make the remaining party the local sponsor of the relevant portion of the work.

6. Invoice.

- a. City has agreed to administer design of the Project. City will send an invoice to County for the local share of design costs of the City of Glendale portion, estimated at \$7,218.00. County will reimburse City of the design costs of the City of Glendale segment.
  - i. City shall notify County of any design changes that occur which result in more than a 10% increase in costs above the budgeted amount. County is not responsible for paying any such excess costs unless County provides prior written approval, consenting to pay County’s portion of such excess costs.

- ii. If County objects to any portion of the invoice submitted by City, County shall notify City in writing within 20 days of the invoice's receipt. County will pay any undisputed portions of the bill.
    - b. County has agreed to administer construction of the project. County will send an invoice to City for the local share of the construction costs of the City portion, estimated at \$267,220.00. City will reimburse County for the construction costs of City segment.
      - i. County shall notify City of any construction changes that occur which result in more than a 10% increase in costs above the budgeted amount. City is not responsible for paying any such excess costs unless City provides prior written approval, consenting to pay City's portion of such excess costs.
      - ii. If City objects to any portion of the invoice submitted by County, City shall notify County in writing within 20 days of the invoice's receipt. City will pay any undisputed portions of the bill.
- 7. Liability. Each party shall be responsible for its own acts, errors, or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees, and commissions acting within the scope of their employment pursuant to Wisconsin law, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees, and commissions. Nothing in this Agreement shall waive any statutory, common law, or local law limit of liability, immunity, defense, or other legal protection available in Wis. Stat. §893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.
- 8. Insurance. During the term of this Agreement, it is understood that both Parties are permissibly self-insured. This means that Parties are each a municipal body corporate authorized to self-fund for general liability under Wis. Stat. §§ 893.80 and 895.46(1), as well as automobile liability under Wis. Stat. § 345.05, and worker's compensation under Wis. Stat. § 102.28(2)(b).
- 9. Notice. All notices with respect to this Agreement shall be in writing inclusive of email. A notice shall be deemed given and received upon delivery, if delivered by hand, 48 hours after emailing, and 72 hours after posting via USPS, to the Parties addressed as follows:

To County:

Milwaukee County Department of Transportation  
10320 W. Watertown Plank Rd.  
2<sup>nd</sup> Floor  
Wauwatosa, WI 53226

To City:

City of Milwaukee Department of Public  
Works  
841 N. Broadway  
# 501  
Milwaukee, WI 53202

With a copy to:

Milwaukee County Office of Corporate Counsel  
901 N. 9<sup>th</sup> St.  
Suite 303  
Milwaukee, WI 53233

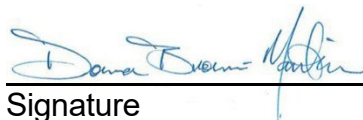
Either party may designate a new address for purposes of this Agreement by written notice to the other party.

10. County Right to Audit. City shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of City, or other party to the contract, related to the terms of this Agreement for a period of up to three years following the termination of this Agreement. Any subcontractors or other parties performing work under this Agreement will be bound by the same terms and responsibilities as City. All subcontracts or other agreements for work performed under this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. City, or other party to the Agreement, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances.
11. City Right to Audit: County shall allow City, the appropriate federal or state funding agency and/or Comptroller General to audit, examine, excerpt or transcribe documents generated as a result of the project and/or City's CMAQ grant, and audit, examine, excerpt or transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement any time during normal business hours and as often as City may, in its sole discretion, deem necessary. County shall not charge any additional fees to City, the appropriate federal or state agency, or the Comptroller General by virtue of any additional work or costs associated with the performance of Contractor's duties under this section.
12. Modification. This Agreement may be amended only by mutual consent of the parties. Amendments shall be in writing and shall become effective only after execution by duly authorized representatives of the Parties.
13. Severability. If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of

the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the Parties.

14. Law and Venue. This Agreement shall be governed in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation concerning the subject matter of this Agreement shall be brought in the court of competent jurisdiction located in Milwaukee County.
15. Merger. This Agreement constitutes the entire agreement between County and City regarding the subject matter hereof, and supersedes any prior agreements and negotiations, whether oral, written, or implied.
16. Compliance with Laws. The Parties agree to comply with all laws in performing the work under this Agreement.
17. Termination or Modification of Grant Funding. If either party learns that the Federal CMAQ grant is or is likely to be substantially modified or terminated, or shall require new certifications or terms, that party shall immediately notify the other party. In such event, all work shall pause, and neither party shall incur any further obligation. The parties shall confer in good faith to determine a resolution of the project and payment. If no agreement is reached after reasonable negotiation, the parties shall be responsible for such portions of the cost as are described in section 5.
18. Other Grant Terms. Both parties recognize that they must collectively meet the grant requirements of both CMAQ grants described above, and shall take all reasonable steps to do so. If one party believes the other to be in violation of any grant term, that party shall notify the violating party and the violating party shall engage in good faith with the notifying party to correct the violation.

Signed for and on behalf of Milwaukee County:



Signature  
Donna Brown-Martin

Director of Transportation  
Title

January 31, 2025  
Date

Signed for and on behalf of City of Milwaukee:

\_\_\_\_\_  
Signature  
Jerrel Kruschke, P.E.

Commissioner of Public Works  
Title

\_\_\_\_\_  
Date

Approved with regards to County Ordinance Chapter 42:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of Economic Inclusion

Reviewed by:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Risk Management

Approved for Execution:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

Approved as funds available under Sec. 59.522(2)(e) of Wis. Stats.:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Comptroller

Approved pursuant to Sec. 59.17(2)(b)4. of Wis. Stats.:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Executive

Approved as compliant under Sec. 59.42(2)(b)5. of Wis. Stats.:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

EXHIBIT A

