

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN
THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
AND THE
CITY OF MILWAUKEE**

THIS AGREEMENT is entered into this _____ day of _____, 2009, by and between the Milwaukee Metropolitan Sewerage District (District), a municipal body corporate, and the City of Milwaukee (City), a municipal Corporation.

WHEREAS, the City is in the process of procuring the services of a consultant (Consultant) for the purposes of conducting a disparity study, as is described in the Request for Proposals issued by the City on _____, 2008 (Exhibit 1), as revised in the amended scope of work (Exhibit 2); and

WHEREAS, the District will contribute funds toward the procurement described above and believes that the findings of the study will be of use to the District; and

WHEREAS, the City and the District wish to enter into an agreement relative to work that may be done by the Consultant regarding the District; and

WHEREAS, the City has authorized the proper City officials to enter into this Agreement pursuant to Common Council Resolution Number _____ dated _____, 2009.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1

AGREEMENT ON BEHALF OF CITY

Section 1.01. The City, acting through its Procurement Services Section, will require the Consultant to perform the following services in regard to the District's contracting policies:

1.01.a. If the Consultant proceeds to Phase II of the scope of work for the City, identify and provide a record and analysis of any specific anecdotal instances of discrimination and/or patterns and practices of the District in the procurement of construction and engineering services. Interviews/public hearings should be conducted with current and former minority and women owners and professionals, District officials, and others in the relevant industries. Investigate, where possible, to determine if the anecdote is in fact the result of discrimination or has another cause, unrelated to the race or sex of the vendor.

1.01.a.1. Provide the District with a draft final report for the District's review describing in detail the methodology and findings regarding the work described in paragraph 1.01.a., above.

1.01.a.2. Provide the District with a final report that meets the foregoing requirements and addresses any deficiencies or concerns raised by the District regarding the draft final report.

1.01.a.3. Provide the District with copies of all research summary documents related to the above-described work in paper and electronic format compatible with District programs.

1.01.a.4. Provide the District with an executive summary that provides adequate detail regarding the contents of the above-described report, and provide copies of all notes, work papers, records, and documentation.

1.01.b. Provide the District with a draft and final reports for Phase I and Phase II that are provided to the City under the agreement between the City and the Consultant.

1.01.c. Permit future use by the District of all reports and underlying data and documentation produced in accordance with the agreement between the City and the Consultant.

Section 1.0.2 The City will provide brief monthly progress reports via e-mail to the District's Procurement Supervisor relating to the work performed by the Consultant.

Section 1.0.3 The City will incorporate this Intergovernmental Cooperation Agreement by reference in the agreement for a disparity study between the City and the Consultant.

ARTICLE 2

AGREEMENT ON BEHALF OF THE DISTRICT

Section 2.01 The District, within twenty days of receipt of notification from the City that the agreement with the Consultant has been fully executed, shall tender payment to the City the sum of \$99,000.

Section 2.02 The District shall not be responsible for any increase in the contract amount payable to the Consultant, except as it may result from a change to the scope of services that is requested by the District.

Section 2.03. The District will keep confidential all drafts received pursuant to this agreement, subject to the Wisconsin Public Records Law.

ARTICLE 3

OTHER PROVISIONS

Section 3.01 No officer, employee, or agent of the City or the District 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.

Section 3.02 The City and the District warrant that they are equal opportunity employers and fully support the letter and spirit of Title VII of the Civil Rights Act of 1964, as amended, and that it is in compliance with such Act and all applicable legally managed Affirmative Action Programs.

Section 3.03 This Agreement sets forth all the covenants, provisions, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions or understandings either oral, or written other than are herein set forth. Any amendments to this Agreement shall be in writing signed by the parties.

Section 3.04 All notices under this Agreement shall be sent as follows:

- A. To the District: Peter Coffaro
Procurement Supervisor
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204

- B. To the City: Rhonda U. Kelsey, City Purchasing Director
Business Operations Division
200 East Wells Street, Room 601
Milwaukee, WI 53202

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the date hereinbefore set forth.

In the Presence of:

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

KEVIN L. SHAFER, P.E.
Executive Director

Date: _____

CITY OF MILWAUKEE

RHONDA U. KELSEY
City Purchasing Director

Date: _____

COUNTERSIGNED:

W. MARTIN MORICS
City Comptroller

Date: _____

Approved as to form:

District Staff Attorney

LUB:bl
3/17/09

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