

(ATTACHMENT 1) ACTION ON A REQUEST TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF MILWAUKEE FOR GREEN SCHOOLS

INTERGOVERNMENTAL COOPERATION AGREEMENT
CITY OF MILWAUKEE AND
MILWAUKEE BOARD OF SCHOOL DIRECTORS

This Intergovernmental Cooperation Agreement ("Agreement") is entered into by and between the City of Milwaukee (the "City") and Milwaukee Board of School Directors ("MPS").

WHEREAS, The City and MPS are collaborators on *Green Schools*, a project funded through the Ceres Foundation that seeks to improve green infrastructure through a targeted reduction in the amount of impervious surfaces by increasing tree canopy on MPS playgrounds; and

WHEREAS, the Green Schools Project seeks to create greenspace at approximately five (5) MPS playgrounds by removing portions of asphalt and planting trees and turf; and

WHEREAS, increased greenspace and tree canopy will reduce the urban heat island effect by providing shade and cooling playground temperatures and will decrease stormwater runoff into Milwaukee's combined sewer system reducing the threat of sewer overflows; and

WHEREAS, the CITY and MPS have collaborated in the past and planted approximately 2,000 trees and removed over 440,000 square feet of asphalt at MPS; and

WHEREAS, the CITY and MPS are desirous of entering into this Intergovernmental Cooperation Agreement as authorized by Wisconsin Statutes § 66.0301; and

WHEREAS, the Common Council of the City of Milwaukee, through Resolution File No. 130899, adopted on November 26, 2013 authorized execution of this Agreement; and

WHEREAS, the Milwaukee Board of School Directors approved this project on February 25th, 2016 and authorized the Superintendent of MPS to enter into this Agreement;

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

1. **Scope of Project:** The City of Milwaukee in partnership with MPS will create greenspace at mutually agreed-upon schoolyards by replacing portions of playground asphalt with trees and turf to increase green infrastructure by increasing tree canopy cover and reducing stormwater runoff at MPS schools.
2. **Budget:** The total budget is \$150,000, as outlined in the respective grant award as attached.

- B. Ceres Foundation Contribution. The Ceres Foundation has awarded the City a \$150,000 grant for asphalt removal and tree planting on MPS playgrounds. (Attachment A)
- C. MPS Contribution. MPS will provide regular maintenance through the individual schools where improvements are made. Regular maintenance shall include lawn mowing, weeding, mulch replacement, tree pruning and watering. Selected schools will be required to sign a maintenance agreement to commit to perform the required maintenance. A copy of a sample Maintenance Agreement is attached as Exhibit I;
- D. The City Contribution. The City will provide in-kind and/or contract services totaling \$150,000 . Specifically, the City shall do the following:
- (1) Provide a maintenance plan to ensure the healthy growth and longevity of the trees planted;
 - (2) Design green spaces and coordinate school input and review ;
 - (3) Provide all services required to execute the intent of these grants.
3. **Approvals:** MPS Facilities and Maintenance Department and the City of Milwaukee Department of Public Works shall jointly approve of the following documents and plans, as evidenced by signature of the Manager of Design and Construction for MPS and the Forestry Services Manager for City of Milwaukee and/or designees of each:
- A. Preliminary and final landscape plans based on site specific tree needs and all construction (asphalt removal) documents;
 - B. Change orders, Facility and Maintenance Guide Specifications, City specifications and grant requirements;
 - C. Landscape and maintenance plans.
4. **Contractors:** To the extent any of the work subject to this Agreement requires outside contractors, the City shall be the contracting entity for their respective areas of work. Any City contract must include MPS insurance and indemnification requirements, set forth as Exhibit II. The City shall ensure that any necessary permits are obtained prior to performance of any work pursuant to a contract.
5. **Insurance and indemnification requirements:** See Exhibit II for insurance requirements.
6. **Term:** The term of this Agreement shall be from the date of execution through December 31, 2016 or grant budget period.

Attachment A: Ceres Foundation Grant Agreement

Exhibit I: Sample Maintenance Agreement

Exhibit II: MPS Insurance Requirements

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

MILWAUKEE BOARD OF SCHOOL DIRECTORS

BY:

Michael Bonds, PhD.,
Board President

Date

BY:

Darienne B. Driver, Ed.D.
Superintendent of Schools

Date

CITY OF MILWAUKEE

A municipal corporation

BY:

Ghassan A. Korban
Commissioner of Public Works

Date

THE CERES FOUNDATION

Greater Milwaukee Foundation
101 W. Pleasant St., Milwaukee, WI 53212
phone: (414) 272-5805 fax: (414) 272-6235

Grant Agreement

The grant to your organization from the Foundation is for the explicit purpose(s) described below and is subject to your acceptance of the following conditions. To acknowledge this agreement, to accept the grant, and to be eligible to receive the funds when needed, **PLEASE RETURN ONE SIGNED COPY OF THIS GRANT AGREEMENT TO THE FOUNDATION.**

Grantee City of Milwaukee

Amount of Grant \$150,000.00 Date Authorized 02/17/2012

Grant purpose Greening More Milwaukee Schools

Grant period: begins 03/01/2012 ends 02/28/2013

Payment schedule Full Payment released Upon receipt of this signed form

Reports should be in writing and submitted according to the following schedule:

Final Report: 03/31/2013

Reports should include the financial accounting for all grant fund expenditures and a narrative report on the project and its significance. Please use the enclosed report form(s).

SPECIAL PROVISIONS:

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.

Please read the following carefully:

I. EXPENDITURE OF FUNDS


This grant is to be used only for the purpose described in the proposal and in accordance with the approved budget. The program is subject to modification only with the Foundation's prior written approval.

- A. The grantee shall return to the Foundation any unexpended funds:
 - 1. at the end of the grant period, or
 - 2. if the Foundation determines that the grantee has not performed in accordance with this agreement and approved program/budget, or
 - 3. if the grantee loses its exempt "public charity" status under Section 501(c)(3) of the Internal Revenue Code.
- B. No funds provided by the Foundation may be used for any political campaign, legislation, candidates or office holders, or to support attempts to influence legislation or public policy positions by any government body, other than through making available the results of nonpartisan analysis, study and research. Grantees may be required to note in presentations or printed publications resulting from the grant that such conclusions do not reflect the position of the CERES Foundation.
- C. Unless specifically authorized by the Foundation, expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.
- D. The grantee organization is responsible for the expenditure of the funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

II. LIMIT OF COMMITMENT

Unless otherwise stipulated in writing, this grant is made with the understanding that the CERES Foundation has no obligation to provide other or additional support to the grantee. Any violation of the foregoing conditions will result in cancellation of future payments and refunding to the Foundation of any amounts subject to the violation.

For the Grantee:



Signature of Representative

Tom Barrett, Mayor of Milwaukee
Print Name and Title

Kujoth, Kimberly

From: Kathryn Dunn [KDunn@greatermilwaukeeefoundation.org]
Sent: Thursday, July 09, 2015 3:40 PM
To: Kujoth, Kimberly
Cc: Baran, Scott; Fran Kowalkiewicz; Cole, Preston
Subject: RE: City of Milwaukee Ceres Foundation Grant #20120386 - Extension Request

Hello Kim,

Thanks for your calls on this; I think the June 2016 deadline makes more sense so you have time to complete the project. I will ask Fran from our staff to update our grants system and will look forward to hearing about the progress once school resumes and plans can be formulated.

Thanks,
Kathryn

Kathryn J Dunn | Vice President, Community Investment
Greater Milwaukee Foundation
101 W. Pleasant St., Suite 210, Milwaukee, WI 53212
Direct: 414.336.7040 | Main: 414.272.5805
www.greatermilwaukeeefoundation.org



Luzney, Travis R

From: Kujoth, Kimberly <kkujot@milwaukee.gov>
Sent: Thursday, February 04, 2016 10:11 AM
To: Luzney, Travis R; Linn, John A
Subject: RE: Green Schools Program - Green Improvements on MPS playgrounds Follow-Up

Importance: High

Travis,

As the recipient of the grant funds from the Ceres Foundation and representative of the City of Milwaukee, please consider this confirmation that the grant extension for Green Schools is valid through June 30, 2016. The approval for the grant extension through June 30, 2016 was approved through email communication with the grantor's administrator, Kathryn Dunn of the Greater Milwaukee Foundation which constitutes amendment of the original grant agreement. A formal signed extension was not issued. Thank you.

Kim

Kimberly Kujoth
Environmental Policy Analyst
City of Milwaukee DPW
841 N. Broadway, Room 619
Milwaukee, WI 53202
T: 414-286-5453
F: 414-286-8097
E: kimberly.kujoth@milwaukee.gov

The City of Milwaukee is subject to Wisconsin Statutes related to public records. Unless otherwise exempted from the public records law, senders and receivers of City of Milwaukee e-mail should presume that e-mail is subject to release upon request, and is subject to state records retention requirements. See City of Milwaukee full e-mail disclaimer at www.milwaukee.gov/email_disclaimer

EXHIBIT I

GREEN SCHOOLS

School Maintenance Agreement

I, _____, Principal of _____ understand the scope of the annual maintenance required to maintain the greenspace improvement and trees in a healthy condition is as follows:

Maintenance plan details – site specific

The cost for such maintenance is estimated to be: \$ _____. I understand that the funding for the annual maintenance is funded with school funds.

Signed: _____ Date: _____
Name
Principal

Signed: _____ Date: _____
Name
Maintenance Engineer

EXHIBIT II

MPS Insurance Requirements

Note:

The information listed below is the insurance language that the City of Milwaukee should require in the contracts that they bid out and/or hold for us. If these contracts are for things other than design work, then you can delete the bold/italicized wording on the professional liability insurance.

INSURANCE AND INDEMNIFICATION

The firm and its sub-contractors understands and agrees that financial responsibility for claims or damages to any person or to firm's employees, agents, and property, shall rest with the firm and its sub-contractors respectively. The firm and its sub-contractors shall effect and maintain at their own expense any insurance coverage, including, but not limited to, Workers Compensation, Employer's Liability, Commercial General Liability, Contractual Liability, Products Liability, and Automobile Liability to support such financial obligations. The indemnification obligation of the firm, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Workers Compensation laws or other insurance provisions. The minimum limits that MPS requires from vendors shall be:

TYPE OF COVERAGE

Workers' Compensation and Employers' Liability:

Workers' Compensation		Statutory
Employer's Liability:		
Bodily Injury by Accident	Each Accident	\$100,000
Bodily Injury by Disease	Each Employee	\$100,000
Policy Limit		\$500,000

To Include

Other States Coverage

Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of MPS including its officers, directors, employees, agents and volunteers.

General Liability:

Bodily Injury/ Property Damage	Each Occurrence	\$1,000,000
General Aggregate		\$1,000,000
Products/Completed		\$1,000,000
Operations Aggregate		
Personal and Advertising Injury	Aggregate	\$1,000,000

Medical Expense Limit – Any one person	\$	10,000
Fire Damage Limit – Any one fire	\$	50,000

To Include

Contractual liability for risks assumed in this Agreement.

Automobile Liability:

Bodily Injury/Property Damage	Each Accident	\$1,000,000
Uninsured Motorists/ Underinsured Motorists Protection	Each Accident	\$1,000,000

Umbrella Liability:

Bodily Injury/Property Damage/Personal Injury	Each Occurrence	\$1,000,000
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000

Professional Liability:

Wrongful Act	Each Claim	\$1,000,000
Aggregate		\$1,000,000

To Include

If the policy provides claims made coverage, contractor shall certify that the retroactive date will not change during the term of the contract or will warrant that the extended reporting period option will be exercised without cost to MPS if the retro date is changed.

Other insurance requirements:

- *The firm must warrant that professional liability coverage will be provided, which covers the services rendered by the firm and its sub-contractors to MPS during the term of the contract and will cover any claim made for up to three years following completion of the contract.*
- *MPS is to be an additional insured with respect to all of the preceding coverage except Workers' Compensation, Employer's Liability, and Professional Liability. All insurance is to be on a primary and non-contributory basis. All policies shall provide that any insurance maintained by the additional insured is excess and non-contributing with any insurance required hereunder.*
- *Insurance certificates shall be in the Industry Standards Accord form.*
- *Any and all deductibles or other forms of retention are the responsibility of the firm and its sub-contractors.*

- Prior to the award of bid, the firm shall submit written proof of compliance with the above insurance requirements
- 15 days prior to signature of the contract(s), the firm shall provide acceptable certificates of insurance evidencing the above required insurance.
- Not less than 15 days prior to expiration or renewal of required insurance, the firm must provide MPS with evidence of renewal of required insurance.
- Upon failure to provide such evidence of renewal insurance, MPS has the authority to order the firm to cease all operations at the firm's expense until the required insurance evidence has been provided.
- The firm is responsible for providing or ensuring that its sub-contractor(s) carry the above required insurance and no sub-contractor shall be permitted to commence any work until the firm submits acceptable proof of the above required insurance to MPS.
- All insurance policies shall contain a provision stating that coverage will not be cancelled, non-renewed or materially changed until at least thirty (30) days prior written notice has been given to MPS.
- The firm and its sub-contractors shall carry sufficient property insurance on its equipment, property and employees and volunteers to fully protect such interests. The firm expressly understands and agrees that the Board shall have no responsibility therefore.

Indemnification:

To the fullest extent permitted by law, the firm agrees to indemnify, defend, and hold harmless, MPS, its agents, officers, and employees from and against all loss or expense including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of the firm, its sub-contractors or its agents which may arise out of or are connected with the activities covered by this contract.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this contract.