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INTERGOVERNMENTAL AGREEMENT
BETWEEN
BAY VIEW BUSINESS IMPROVEMENT DISTRICT NO. 44
AND
MILWAUKEE COUNTY

This agreement made and entered into by and between the Bay View Business Improvement District No. 44 (hereinafter called the "District") and Milwaukee County (hereinafter called the "County") provides for the construction of a bus shelter within Bay View Business Improvement District No. 44.

1. General Conditions:

- A. The Bay View Business Improvement District No. 44 has initiated a Request for Proposal (RFP) to construct a unique bus shelter to enhance the attractiveness of the neighborhood raising funds from various sources to support the design and construction of the awarded project.
- B. The District will be responsible for and perform all work associated with the construction of the bus shelter by contracting with a third party for such construction.
- C. The County will support the bus shelter project by providing a \$50,000 grant from the County Public Art Program to be used for part of the initial costs of constructing the shelter on the triangular section of land owned by the City of Milwaukee at South

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Kinnickinnic Avenue, West Lincoln Avenue, and South Howell Avenue.

- D. Upon completion of the construction, the ownership of the bus shelter will be transferred to the County. The District shall be responsible for providing all of the necessary and appropriate documents to effectuate the transfer of the shelter to the County.
- E. Maintenance, upkeep, and the removal or replacement of the shelter will be provided by the District. The County shall have no responsibility for any maintenance, upkeep, or the removal or replacement of the shelter.

2. Other Obligations of the District

- A. The District shall maintain all property and liability coverage for the shelter and surrounding area with coverage to extend to the County.
- B. The District will identify a facility liaison to assure prompt response to issues requiring action by the District or joint action by the District and the County. In general, the shelter will be maintained at a level at least equal to other County public buildings.
- C. The District shall be responsible for snow and ice removal at the shelter and all surrounding paved areas.

3. Financial and Liability Coverage

- A. The District agrees to pay all operating expenses for the shelter and its site. Operating expenses shall include all costs associated with the safe operation of the shelter, including utilities and routine maintenance.

- B. The District agrees to the fullest extent permitted by law to indemnify, defend and hold the County harmless, including its agents, officers and employees, from and against all loss or expense, including costs and attorneys fees, by reason of claims made under worker's compensation law and/or liability for damages or loss including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the District, or its agents which may arise out of or are connected with the activities or operations of the District covered by this Agreement, including any claim or award of damages arising out of the operation of the shelter, all without the County waiving any governmental immunity or other right available to the County under Wisconsin Law.

4. Duration

This agreement shall continue and be in force from this day forward. This agreement may only be terminated by the written consent of both parties.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective proper officers and their corporate seals hereto affixed on the dates hereinafter set forth.

All constitutional, statutory, or regulatory authority or limitations required to be included in agreements executed by the District and the County, and not expressly set forth herein, are incorporated in this agreement by reference.

APPROVED:

MILWAUKEE COUNTY,
A municipal corporation

Frank Busalacchi Date
Director
Department of Transportation

Corporation Counsel Date

Risk Manager Date

BAY VIEW BUSINESS IMPROVEMENT DISTRICT NO. 44

By _____
Date

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STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____,
20____, the above-named Frank Busalacchi, Director, Department of
Transportation for Milwaukee County, known to be the person who
executed the foregoing instrument on behalf of the State of Wisconsin,
and acknowledged the same to be the free act and deed of said State,
made by its authority.

Notary Public, Milwaukee Co., Wisconsin
My commission expires: _____

Personally came before me this ____ day of _____,
20____, the above-named _____ known to be the
person who executed the foregoing instrument on behalf of BAY VIEW
BUSINESS IMPROVEMENT DISTRICT NO. 44, and acknowledged the same to be
the free act and deed of said State, made by its authority.

Notary Public, _____
My commission expires: _____