

MEMORANDUM OF UNDERSTANDING
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE
AND
SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

This Memorandum of Understanding (the "MOU") is made and entered into effective _____, 2015 (the "Effective Date"), by and between the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE (the "County") and SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION ("SEWRPC"), with headquarters at W239 N1812 Rockwood Drive, Waukesha, Wisconsin 53188. Referenced together, the County and SEWRPC are the "Parties" to this MOU.

1. SCOPE OF SERVICES:

(a) SEWRPC shall assist in the performance of all of the tasks set forth in the Statement of Work, attached hereto as Exhibit A.

(b) Services to be performed and activities related to these services may be changed, enhanced, or deleted from time to time throughout the term of this MOU upon mutual written agreement between the Parties.

2. STAFFING:

SEWRPC shall provide, at its own expense, all personnel required in performing the services under this MOU. Such personnel shall not be employees of, or have any other contractual relationships with, the County.

3. TERM:

This term of this MOU shall commence on the Effective Date and terminate on December 31, 2016. The Parks Director or designee will negotiate hours and dates of services to be provided throughout the term of the MOU.

4. COMPENSATION:

County shall compensate SEWRPC for its services hereunder in an amount not to exceed Two Hundred Thousand Dollars (\$200,000). The compensation set forth in this Section 4 shall be the sole amount payable to SEWRPC by County during the term. SEWRPC shall submit invoices on a monthly basis for services rendered for the previous month.

5. OWNERSHIP OF DATA:

(a) Upon completion of the work or upon termination of the MOU, it is understood that all completed or partially completed data, drawings, records, computation, survey information, and all other material that SEWRPC has collected or prepared in carrying out this MOU shall be provided to and become the exclusive property of County. Therefore, any reports, information and data, given to, prepared or assembled by SEWRPC under this MOU shall not be made available to any individual or organization by SEWRPC without the prior written approval of County.

(b) No reports or documents produced in whole or in part under this MOU shall be the subject of an application for copyright by or on behalf of SEWRPC.

6. BUSINESS PERMITS, CERTIFICATES, LICENSES:

SEWRPC acknowledges that it has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this MOU.

7. REPRESENTATIONS:

SEWRPC represents that it will perform its services under this MOU in conformance with the care and skill ordinarily exercised by reputable members of the professional community practicing under similar conditions at the same time and in the same or similar locality.

8. AUDIT AND INSPECTION OF RECORDS:

Pursuant to Milwaukee County ordinance section 56.30(6)(e), SEWRPC shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party Milwaukee County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by SEWRPC, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this MOU, all at no cost to Milwaukee County. Any subcontracting by SEWRPC in performing the duties described under this MOU shall subject the subcontractor and/or associates to the same audit terms and conditions as SEWRPC. SEWRPC (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than three (3) years after the conclusion of each MOU term.

9. INDEMNIFICATION:

SEWRPC agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omissions of SEWRPC, its agents or employees which may arise out of or are connected with the activities covered by this MOU. SEWRPC shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.

10. INSURANCE

SEWRPC agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation law and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance covering General and Automobile Liability coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	
Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Automobile Liability	
Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired	\$1,000,000 Per Accident

Uninsured Motorists	Per Wisconsin Requirements
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory
Employers' Liability	\$100,000/\$500,000/\$100,000

Milwaukee County, as its interests may appear, shall be named as an additional insured for General and Automobile Liability, and be afforded a thirty (30) day written notice of cancellation or non-renewal. A waiver of subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this MOU.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this MOU.

The insurance requirements contained within this MOU are subject to periodic review and adjustment by the County Risk Manager.

11. **INDEPENDENT CONTRACTOR:**
Nothing contained in this MOU shall constitute or be construed to create a partnership or joint venture between the County and SEWRPC. In entering into this MOU, and in acting in compliance herewith, SEWRPC is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.
12. **TERMINATION:**
This MOU may be terminated by either party, for cause, upon thirty days' written notice to the other, provided that, prior to termination for cause, such party shall have been afforded thirty (30) days' prior written notice in which to cure the alleged breach.
13. **NONDISCRIMINATORY PROVISIONS:**
SEWRPC agrees that the provisions of Sections 56.17 and 42.05 of the Milwaukee County General Ordinances are incorporated herein by reference. There is a seventeen percent (17%) DBE utilization goal for this MOU.
14. **SUBCONTRACTS:**
Assignment of any portion of the work by subcontract must have the prior written approval of the Parks Director.
15. **ASSIGNMENT LIMITATION:**
This MOU shall be binding upon and inure to the benefit of the Parties and their successors and assigns; provided, however, that neither party shall assign its obligation hereunder without the prior written consent of the other.
16. **PROHIBITED PRACTICES:**

(a) SEWRPC, during the period of this MOU, shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of SEWRPC, has a conflict of interest.

(b) SEWRPC hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

17. NOTICES:

All notices with respect to this MOU shall be in writing. Except as otherwise expressly provided in this MOU, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via USMail, to the party addressed as follows:

To SEWRPC:
SEWRPC
Attn: Ken Yunker, Executive Director
PO Box 1607
W239 N1812 Rockwood Dr.
Waukesha, WI 53188-1607

To County:
Milwaukee County Dept of Parks
Attn: John Dargle, Director
9480 Watertown Plank Rd
Wauwatosa, WI 53226

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

18. MISCELLANEOUS:

This MOU shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This MOU constitutes the entire understanding between the Parties and is not subject to amendment unless agreed upon in writing by both Parties hereto. SEWRPC acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Southeastern Wisconsin Regional Planning Commission

by _____ Date _____

print name _____

Milwaukee County Dept of Parks, Recreation & Culture

by _____ Date _____

John Dargle, J., Director

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____

Community Business Development Partners

Approved for execution:

Reviewed by:

By: _____ Date: _____

Corporation Counsel

By: _____ Date: _____

Risk Management

Approved by:

Approved by:

By: _____ Date: _____

County Executive Chris Abele

By: _____ Date: _____

Comptroller Scott B. Manske

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

By: _____ Date: _____

Corporation Counsel

EXHIBIT A
STATEMENT OF WORK

1) Milwaukee County Park and Open Space Plan:

Analyze DPRC facilities (including, but not limited to, buildings, athletic fields and courts, golf courses, dog and skate parks, biking trails, recreation corridors (including lake and river access facilities), campsites and picnicking facilities, and aquatic facilities) using historical and predictive information since the adopted 1991 SEWRPC report entitled “A Park and Open Space Plan for Milwaukee County.” Assess usage levels, usage limitations and maintenance and operation needs. Key deliverables for this task include written assessments, cost estimates, and key findings in accordance with SEWRPC format.

2) Public and Stakeholder Involvement:

Use best practice public involvement activities to encourage stakeholder and citizen participation in the study, set expectations and gain acceptance of the results, and support for the study findings. Both general (public forums) and targeted (stakeholder interviews, focus groups) activities will be used. Key deliverables for this task include public outreach meeting materials and presentations (as appropriate), as well as meeting summaries.

3) Needs Assessment Survey:

Design and administer a comprehensive, statistically-valid survey measuring usage, met and unmet needs, importance, and need prioritization related to a broad spectrum of facilities (built and natural) and programming. Key deliverables for this task include a survey tool, compiled survey data, key findings summary report, and summary statistics.

4) Needs Analysis and Service Level Standards:

Establish methodology for and conduct needs analysis using demand and inventory data, employing a composite-values level of service (LOS) approach. Key deliverables for this task include LOS analysis report and graphics, service level standards, and urban service provision recommendations.

5) Natural and Cultural Resource Management Cost Assessment:

Establish methodology and determine the full cycle, multi-phase (i.e. assessment, installation, monitoring, and maintenance) and best practice models of resource management costs for select resource management activities. Key deliverables for this task include methodology documentation and compiled cost assessments.

6) Key Facility Condition Assessment and a 10-YR Capital Improvement Plan:

Develop a Recommended 10-YR Capital Improvement Plan based on needs and contribution levels, includes new facilities as well as renovation/reuse. Key deliverables for this task include a 10-YR CIP and funding schedule.

7) Needs Assessment Final Report:

Develop a Needs Assessment Final Report based on findings and work products. The Report should include a summary of need and service level data findings, description of the analysis and methodology, and specific implementation recommendations. Key deliverables for this task include both draft and revised Final Reports.

8) SEWRPC Presentations and Project Administration:

This task summarizes in-person presentations—most detailed in prior tasks—and describes various aspects of project administration.

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