

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF MILWAUKEE AND THE  
MILWAUKEE BOARD OF SCHOOL DIRECTORS**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the City of Milwaukee ("City"), acting through its Director of the Department of Administration ("Director") and the Milwaukee Board of School Directors ("Board") both acting in accordance with sec. 66.0301, Stats.

Witnesseth:

Whereas, The City, acting through its Chief of Police ("Chief"), would like to install a 40 foot Communications Tower ("Tower") at the River Trail Elementary School located at 12021 W. Florist Avenue, Milwaukee, Wisconsin 53225. The Tower would be located at and on the area marked on Exhibit A ("Site"); and

Whereas, Although the Site is titled in the name of the City, it is under the management and control of the Board pursuant to sec. 119.16(3), Stats.; and

Whereas, The Board is willing to allow the installation of the Tower at the Site in accordance with the terms and conditions of this Agreement and has, at its meeting of \_\_\_\_\_, authorized the Board President to execute this Agreement on the Board's behalf; and

Whereas, The Common Council via Resolution No. \_\_\_\_\_ adopted \_\_\_\_\_, has approved this Agreement and authorized the Director to execute it on the City's behalf;

Now, Therefore, In consideration of the premises and for the other good and valuable consideration hereinafter expressed, the parties agree as follows:

I.

Site Access and Use

The Board hereby grants and licenses to the City's Police Department the right to access and use the Site, as more particularly described on Exhibit A. The use shall be for the sole purpose of constructing, operating and maintaining a Tower as more particularly described on Exhibit B.

II.

Term

The term of this Agreement shall be for fifty years commencing on the date first above written. The term may be extended for additional years upon mutual written agreement of the parties.

III.

Termination

The Board may terminate this Agreement in the event of a casualty that destroys the Site or renders it unusable for the purpose of siting the Tower. Such termination shall be in writing, delivered to the City's Chief.

IV.

License Cost

There shall be no charge by the Board to the City for the use of the Site in accordance with the terms of this Agreement.

V.

Construction, Operation and Maintenance of the Tower

The City, acting through its Chief, shall be responsible for obtaining all governmental approvals or permits for the construction, operation and maintenance of the Tower. The City shall pay all costs for the installation, maintenance and operation of the Tower and shall pay for the cost of removing the existing Tower, patching the roof and relocating the existing ITFS antenna. All construction plans for the above-described work shall be submitted to the Board's Director of Facilities and Maintenance for review and approval prior to undertaking the work.

This Agreement is dated as of the first date above shown.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

\_\_\_\_\_

\_\_\_\_\_  
Director  
Department of Administration

COUNTERSIGNED:

\_\_\_\_\_

\_\_\_\_\_  
Comptroller

MILWAUKEE BOARD OF  
SCHOOL DIRECTORS

\_\_\_\_\_

\_\_\_\_\_  
Kenneth Johnson, President

Approved as to content  
this \_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
Deputy City Attorney

Approved as to form and execution  
this \_\_\_\_ day of \_\_\_\_\_, 2005