

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF MILWAUKEE  
AND THE CITY OF NEW BERLIN**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Milwaukee, a municipal corporation (“Milwaukee”), and the City of New Berlin, a municipal corporation (“New Berlin”).

WHEREAS, Milwaukee, operating as a public water utility, and New Berlin, operating as a public water utility, executed an agreement as of the 25<sup>th</sup> day of June, 2003 for the sale of water by Milwaukee to New Berlin at wholesale, which agreement is entitled Agreement Between the City of Milwaukee and the City of New Berlin for the Purchase of Water at Wholesale (“Water Service Agreement”); and

WHEREAS, pursuant to the Water Service Agreement, Milwaukee currently serves water to the area identified as the “Approved Lake Water Service Area” in Appendix A to this Intergovernmental Cooperation Agreement; and

WHEREAS, Milwaukee and New Berlin desire to expand the area served by Milwaukee water to include the area identified in Appendix A to this Intergovernmental Cooperation Agreement as the “Expanded Lake Water Service Area”; and

WHEREAS, the map attached to this Intergovernmental Cooperation Agreement as Appendix A is identical to the map attached to the First Amendment to Agreement Between the City of Milwaukee and the City of New Berlin for the Purchase of Water at Wholesale (“First Amendment to WSA”) as Appendix B-1; and

WHEREAS, in partial consideration of the extension of water service to the Expanded Lake Water Service Area, New Berlin has agreed to enter into this Agreement to compensate Milwaukee for the value of Milwaukee water to New Berlin’s existing customers and the value of Milwaukee water for potential future connections, within the Expanded Lake Water Service Area, to the New Berlin water utility under the terms of the First Amendment to WSA; and

WHEREAS, New Berlin has authorized its proper City officials to enter into this Agreement pursuant to Resolution Number \_\_\_\_\_ dated \_\_\_\_\_, 2008; and

WHEREAS, Milwaukee has authorized its proper City officials to enter into this Agreement pursuant to Common Council Resolution Number \_\_\_\_\_ dated \_\_\_\_\_, 2008; and

WHEREAS, Wisconsin Statute § 66.0301 authorizes municipalities to contract with each other for the receipt or furnishing of services.

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

**ARTICLE I  
AGREEMENT ON BEHALF OF NEW BERLIN**

A. Regional Benefits Payment. In partial consideration of Milwaukee's agreement to extend water service to the Expanded Lake Water Service Area, which area is delineated in the map attached as Appendix A to this Agreement, New Berlin agrees to pay to Milwaukee, subject to the other provisions of this Agreement, a one-time Regional Benefits Payment of \$1.5 million payable between January 1, 2009 and January 31, 2009.

B. Nature of Compensation. The Regional Benefits Payment reflects the value of Milwaukee water to New Berlin's existing customers and a pre-payment that reflects the value of Milwaukee water for potential future connections, within the Expanded Lake Water Service Area, to the New Berlin water utility under the terms of the First Amendment to WSA. The parties expressly recognize that the payment made by New Berlin to Milwaukee shall not be considered tax receipts or revenues of Milwaukee's water system. Milwaukee shall deposit the payment into the City of Milwaukee General Fund.

**ARTICLE II  
AGREEMENT ON BEHALF OF MILWAUKEE**

A. It is expressly understood by the parties that, notwithstanding approval by the Public Service Commission of Wisconsin of the First Amendment to WSA, Milwaukee's obligation to provide water service to the Expanded Lake Water Service Area is contingent upon the receipt of the Regional Benefit Payment described in Article I (A) of this Agreement.

B. It is expressly understood by the parties that this Agreement creates no obligation on the part of Milwaukee to provide water service at any time to any portion of New Berlin that is not a part of the Expanded Lake Water Service Area or Approved Lake Water Service Area as those areas are identified in Appendix A to this Agreement. It is further understood that additional Regional Benefit Payments will not be a requirement for any future continuation of water service to the Expanded Lake Water Service Area identified in Appendix A to this Agreement.

**ARTICLE III  
AGREEMENT ON BEHALF OF BOTH PARTIES**

A. Both parties agree that economic development generates local and regional benefits. In order to achieve local and regional economic development benefits, both parties agree to abide by the Code of Ethics adopted by the Milwaukee 7 on November 29, 2006 and attached as Appendix B.

B. Both parties agree to hold an annual meeting with designees of both communities' Mayors to discuss opportunities to improve the availability of skilled workers in both communities and to improve the access of workers in each community to job opportunities.

C. Both parties agree that neither party shall take any action to solicit businesses to relocate from the City of Milwaukee to the City of New Berlin, or the City of New Berlin to the City of Milwaukee; and the City of New Berlin further agrees it shall not offer any economic incentives to any business to move from the City of Milwaukee to the City of New Berlin.

**ARTICLE IV  
TERM**

This Agreement shall become effective upon its execution by both parties and shall run concurrently with the term of the First Amendment to WSA.

**ARTICLE V  
AMENDMENT**

This Agreement may be amended at any time in writing upon mutual agreement of the parties.

**ARTICLE VI  
NOTICES**

All notices to be given by the parties shall be in writing and served by personal delivery, facsimile or United States mail, first class, postage prepaid, addressed as follows:

1. City of Milwaukee  
[INSERT CONTACT]  
[ADDRESS]  
Milwaukee, WI 53202
  
2. City of New Berlin  
[INSERT CONTACT]  
[ADDRESS]

New Berlin, WI 53151

**ARTICLE VII  
ENTIRE AGREEMENT**

With the exception of the terms of the Water Services Agreement and the First Amendment to WSA, 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.

**ARTICLE VIII  
COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

In Witness Whereof, The parties hereto have executed this Agreement the day and year first above written.

IN THE PRESENCE OF:

CITY OF MILWAUKEE,

\_\_\_\_\_

\_\_\_\_\_

Mayor

\_\_\_\_\_

\_\_\_\_\_

City Clerk

COUNTERSIGNED:

\_\_\_\_\_

\_\_\_\_\_

City Comptroller

IN THE PRESENCE OF:

CITY OF NEW BERLIN,

\_\_\_\_\_

\_\_\_\_\_

Mayor

\_\_\_\_\_

\_\_\_\_\_

City Clerk

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