

**AGREEMENT
BETWEEN THE CITY OF MILWAUKEE,
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT,
and
UNITED WATER SERVICES MILWAUKEE, LLC.**

Agreement made this ____ day of _____, 2004, by and between the City of Milwaukee, (City), the Milwaukee Metropolitan Sewerage District (MMSD), and United Water Services Milwaukee, LLC (UWS).

WHEREAS, MMSD has entered into an agreement with GAB Robbins (GAB) to perform inspection services relative to certain basement backups from sewers on May 14, 2004; and

WHEREAS, The City and UWS are desirous of participating in that agreement on certain terms; and

WHEREAS, The City is also desirous of obtaining information as to the events leading up to, and the specific reasons for, the basement backups; and

WHEREAS, The City has authorized its proper City officials to enter into this Agreement pursuant to Common Council Resolution Number ____ dated _____, 2004; and

WHEREAS, Section 66.0301, Stats., authorizes metropolitan communities 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:

AGREEMENT ON BEHALF OF MMSD

A. The MMSD will administer the agreement with GAB to do the following, in accordance with the Letter Agreement attached hereto, in which GAB agrees to:

1. Attempt to contact the occupants of buildings affected by basement backups from sewers on May 14, 2004 in the area bounded approximately by Silver Spring Drive on the north, Teutonia Avenue on the west, Hampton Avenue on the south, and the Milwaukee River on the east, using contact information obtained from citizen reports to the City, the MMSD, Milwaukee County and UWS.

2. Endeavor to interview occupants, inspect and photograph affected areas of the buildings, obtain information from the occupants concerning the nature and timing of the events and any resulting damage, and prepare a report of the information obtained and their estimate of the actual cash value and replacement cost of the damage.

3. Provide reports for each inspection as they as prepared to the MMSD, attention Mike Martin, at 260 West Seeboth Street, Milwaukee, WI 53204, to the City, attention Jeff Polenske, at 841 North Broadway, Room 620, Milwaukee, WI 53202, and to UWS, attention Jane LeCapitaine, at 700 East Jones Street, Milwaukee, WI 53207.

PAYMENT

A. Upon receipt of proper invoice from GAB to the contact persons named above, detailing hours worked, the parties will promptly review, approve, and remit payment. Invoices shall reflect the fee schedule appended to the attached Letter Agreement.

B. Payments from the City of Milwaukee will be forwarded in accordance with the Common Council's Prompt Payment resolution.

C. The amount paid by the City of Milwaukee pursuant to this Agreement shall not exceed \$22,000.00

III.

CONFIDENTIALITY

The recipients of reports under this Agreement will endeavor to maintain the confidentiality of sensitive information in the reports, subject to the Wisconsin Public Records Law or other applicable laws.

IV.

AMENDMENT

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

In witness whereof, the parties hereto have executed this Agreement the day and year first above written.

CITY OF MILWAUKEE

UNITED WATER SERVICES
MILWAUKEE, LLC

Commissioner of Public Works

Date: _____

Date: _____

COUNTERSIGNED:

COMPTROLLER

Date: _____

MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT

Date: _____

LUB:bl
9/28/04
1047-2004-2818/85597