

INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND THE CITY OF
MUSKEGO CONCERNING THE FINANCING, PLANNING,
DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE
AND OWNERSHIP OF THE MUSKEGO FORCE MAINS
CONNECTION TO THE RYAN CREEK INTERCEPTOR SEWER

This intergovernmental cooperation agreement, hereinafter "Agreement", entered into pursuant to Wis. Stat. § 66.0301 on the last date upon which this Agreement is signed, by and between the CITY OF MUSKEGO, a municipal corporation organized and existing under Wis. Stat. § 62.02, with its principal offices located at W182S8200 Racine Avenue, Muskego, Wisconsin 53150 (hereinafter "Muskego"), and the CITY OF FRANKLIN, a municipal corporation organized and existing under Wis. Stat. § 62.02, with its principal offices located at 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "Franklin"), concerning the financing, planning, design, construction, operation, maintenance and ownership of the Muskego force mains connection to the Ryan Creek Interceptor Sewer:

WHEREAS, the Milwaukee Metropolitan Sewerage District (hereinafter "District") owns and operates a sewerage system for the collection, treatment and disposal of all sewage and drainage of its sewer service area, as approved by the Wisconsin Department of Natural Resources (hereinafter "DNR"), and the Southeastern Wisconsin Regional Planning Commission (hereinafter "SEWRPC"); and

WHEREAS, Franklin is located within the District's sewer planning area, with a portion of Franklin located within the District's corporate boundary and a portion of Franklin presently located outside the District's corporate boundary; and

WHEREAS, Muskego is located within the District's sewer planning area, though Muskego is located outside the District's corporate boundary; and

WHEREAS, a portion of the sewage that is generated within the area presently outside the District's corporate boundary but within the District's sanitary sewer planning area is treated by private on-site septic sewage facilities, which facilities have limited useful lives, and which facilities' repair or replacement is additionally dependent upon the nature of the site soils, the Franklin geographic area and the adjacent Muskego geographic area being primarily clay soil. Upon the failure of any such private on-site septic sewage facility, the sewage eventually enters waterways tributary to lakes that are sources of drinking water for many municipalities; and

WHEREAS, the Milwaukee Metropolitan Sewerage Commission has authorized the construction of all interceptor sewerage facilities necessary to collect, treat and dispose of sewage generated within those areas that are presently inside the District's corporate boundary; and

WHEREAS, Franklin and Muskego have requested that the District include the Ryan Creek Interceptor Sewer within the District's 2020 Facilities Plan, so as to provide for the construction of the Ryan Creek Interceptor Sewer to serve those properties within Franklin and Muskego which are currently outside of the District's corporate boundary, so as to provide public sanitary sewage conveyance, treatment and disposal services to those properties; and

WHEREAS, the District's 2020 Facilities Plan, as approved by SEWRPC and DNR, identified the Ryan Creek Interceptor Sewer as a project that might be constructed prior to the year 2020; and

WHEREAS, the District has completed the "2020 Facilities Plan – Addendum 2, Franklin/Muskego Advanced Facilities Plan", in conjunction with Franklin and Muskego and the City of New Berlin, which provides added analysis related to a Ryan Creek Interceptor; and

WHEREAS, SEWRPC and DNR have approved the "2020 Facilities Plan – Addendum 2, Franklin/Muskego Advanced Facilities Plan"; and

WHEREAS, Franklin and Muskego desire that the Ryan Creek Interceptor Sewer design and construction proceed promptly, such that the sewer would be in service by the year 2014; and

WHEREAS, Franklin and the District entered into an Intergovernmental Cooperation Agreement Between The City of Franklin

and The Milwaukee Metropolitan Sewerage District Concerning the Financing, Design, Construction, Operation, Maintenance and Ownership of the Ryan Creek Interceptor Sewer (hereinafter "MMSD agreement"), in order to achieve the installation of the Ryan Creek Interceptor by the year 2014; and

WHEREAS, Franklin is willing to advance up-front funding needed for the planning, design and construction of the force main connection of Muskego's existing sewage force mains on South North Cape Road at the intersection of West Ryan Road and South North Cape Road to the Ryan Creek Interceptor Sewer, so as to meet the 2014 completion date; and

WHEREAS, Muskego intends to design, construct, own, operate and maintain the force main connection of Muskego's existing sewage force mains on South North Cape Road at the intersection of West Ryan Road and South North Cape Road to the Ryan Creek Interceptor Sewer at all times, as it provides the capacity for a portion of Muskego, and Franklin is willing to fund the Muskego force main connection, because it will allow for the Ryan Creek Interceptor Sewer construction which will provide the capacity for a portion of Franklin, provided it is designed and constructed in compliance with applicable District, Wisconsin and federal rules, regulations and statutes, and in conformance with DNR and District specifications; and

WHEREAS, Muskego intends to plan, design, construct, fund, own, operate and maintain the associated pump station and valve modifications to Muskego's existing sewage force mains and lift stations needed related to the force main connection on South North Cape Road at the intersection of West Ryan Road and South North Cape road to the Ryan Creek Interceptor Sewer; and

WHEREAS, Muskego and Franklin, in cooperation with each other, enter into this Agreement for the joint governmental purpose to provide sewage conveyance services to property owners and Citizens within Franklin and Muskego, to protect and promote the health, safety and welfare of those Communities.

NOW, THEREFORE, pursuant to Wis. Stat. § 66.0301 and in consideration of the mutual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

ARTICLE I

PROJECT DESCRIPTION

1.0. Project Description and Name. Franklin and Muskego agree that the subject of this Agreement is the financing, planning, design, construction, operation, maintenance and ownership of the force main connection of Muskego's existing sewage force mains on South North

Cape Road at the intersection of West Ryan Road and South North Cape Road to the Ryan Creek Interceptor Sewer and associated pump station modifications (hereinafter "FMC"). The Ryan Creek Interceptor Sewer (hereinafter "RCI") project and the FMC as a part thereof, are more fully described in the above-referenced Addendum 2 to the District's 2020 Facilities Plan as Alternative D, depicted conceptually therein as Figure 2.2.

1.1. Project Installation and Financing.

1.1.1. Muskego To Perform and Franklin To Conditionally Up-front Fund FMC Planning, Design and Construction. Subject to an award of bid for the construction of the Ryan Creek Interceptor pursuant to the MMSD agreement on or before June 1, 2012, Muskego shall undertake the planning, design and construction of the FMC so that it is substantially complete by May 1, 2013. The total estimated cost of the FMC project to Muskego, as of May 21, 2010, is \$488,475.00. In part consideration of the agreement by Muskego to undertake the FMC at this time, Franklin, if requested by Muskego in writing prior to January 1, 2011, agrees to pay to Muskego, subject to the terms and provisions of this Agreement, the sum of \$169,975.00 to provide and finance the planning, project management, engineering, land and easement acquisition, utility relocations, related attorneys' fees, permitting,

environmental assessments and investigations, design, construction management, construction resident engineering and inspection, and construction of the FMC, so that planning, design and construction will be completed so that the FMC is substantially complete by May 1, 2013. The sum of \$169,975.00 is the estimated cost of that portion of the project described on Exhibit B which is attached hereto and made a part hereof and is hereinafter referred to as the Franklin portion. If Muskego elects to pay for the Franklin portion of the FMC itself, Franklin will make payments to Muskego toward the interest costs. The balance of the estimated project cost of \$488,475.00 is \$318,500.00 and that part of the project is described on Exhibit A which is attached hereto and made a part hereof and is hereinafter referred to as the Muskego portion. In the event the total cost of the Muskego portion of the FMC project to Muskego is bid and exceeds the sum of \$318,500.00 by more than 20%, Muskego shall notify Franklin of the amount of excess over the 20% and Franklin shall have the option to pay Muskego the difference within a reasonable time taking into consideration the bidding process. If said arrangements are not made within a reasonable time, Muskego shall have the right to cancel this Agreement upon written notice to Franklin. In the event the total cost of the Franklin portion of the FMC project is bid and exceeds the sum of \$169,975.00 by more than 20%, Muskego

shall notify Franklin of the amount of excess over the 20% and Franklin shall have the option to pay Muskego the difference within a reasonable time taking into consideration the bidding process. If said arrangements are not made within a reasonable time, Franklin and Muskego shall each have the right to cancel this Agreement upon written notice to Muskego.

1.1.2. Payment Terms. In order to receive such funds from Franklin, Muskego shall, from time to time, submit written requests thereto setting forth an itemization of such amounts incurred or to be incurred for the planning, project management, engineering, land and easement acquisition, utility relocations, related attorneys' fees, permitting, environmental assessments and investigations, design, construction management, construction resident engineering and inspection, and construction of the Franklin portion of the FMC, together with appropriate documentation of such costs. Within thirty (30) days of the date of each of Muskego's requests, Franklin shall remit such amount to Muskego. No action or omission whatsoever by Muskego or any act or omission by any other person or entity or any other reason whatsoever, shall in any way relieve Franklin from its obligations or responsibilities to timely pay to Muskego all amounts due and payable under the funding and loan arrangements of this Agreement. If Muskego elects to pay for the Franklin portion of the FMC, Franklin will reimburse

Muskego 2.0% per year after completion, of the actual construction cost of the FMC. Such payments will continue for the shorter of 50 years or until the date that the peak flow rate from Muskego into the Ryan Creek Interceptor exceeds 3,500 gpm.

1.1.3. Obligation to Repay Loaned Funds. Subject to the terms and provisions of this Agreement, all amounts paid to Muskego by Franklin under this Agreement shall bear interest calculated upon a 360 day year at the rate of 3.0% per annum, from the date of payment by Franklin to Muskego until the date of repayment of all such amounts from Muskego to Franklin. Muskego shall repay to Franklin all amounts paid to Muskego by Franklin under this Agreement, together with all interest due thereon hereunder, and all such amounts and interest shall be due upon the date that the peak flow rate from Muskego into the Ryan Creek Interceptor exceeds 3,500 gpm. Muskego may prepay any or all of such amounts and interest due at any time. Until the loaned funds are repaid in full or otherwise resolved, the 3.0% per annum rate of interest shall reduce by .15% on the 1st day of May of each year, commencing with May 1, 2014, but in no event will be below 1.0%. In the event Muskego is denied use of the FMC and/or the RCI, Muskego shall no longer be obligated to repay any of the funds paid by Franklin to Muskego, and in the event Muskego has, prior thereto, remitted any payment to Franklin,

upon written demand by Muskego, Franklin shall refund all amounts paid, together with all interest, if any, paid by Muskego to Franklin. Further, in the event Muskego is denied use of the FMC and/or the RCI, in addition to the refund of payments made by Muskego, upon written demand by Muskego, Franklin shall pay to Muskego all costs incurred by Muskego in performance of this Agreement. Finally, in the event the total cost of the Muskego portion of the FMC project is bid and exceeds the sum of \$318,500.00 by more than 20%, and Muskego cancels this Agreement or if the Franklin portion of the FMC project is bid and exceeds the sum of \$169,975.00 by more than 20%, and Franklin or Muskego cancels this Agreement pursuant to Section 1.1.1. above, Muskego shall no longer be obligated to repay any of the funds paid by Franklin to Muskego, and in the event Muskego has prior thereto remitted any payment to Franklin, upon written demand by Muskego, Franklin shall refund all amounts paid, together with all interest, if any, paid by Muskego to Franklin.

1.1.4. Franklin Clean Water Fund Loan. The parties recognize that Franklin intends to construct the RCI under the MMSD agreement and through a DNR-administered Clean Water Fund loan. Franklin's obligation to conditionally fund the planning, design and construction of the FMC is subject to and dependent upon whether Franklin obtains

such a Clean Water Fund loan and the performance of the MMSD agreement. In the event Franklin does receive a Clean Water Fund loan pursuant to the Statement of Policy for MMSD Construction of New Interceptor Sewers, adopted April 27, 1998, in File No. 98-091-4(02), SUMMARY: "(a) interceptor sewers which convey sanitary flow from more than one community, and which have been recommended by the District's facilities planning process, will be constructed", the District will fund the purchase of the RCI in 2015. In the event Franklin does not receive a Clean Water Fund loan, or the District does not perform its obligations under the MMSD agreement for any reason, Franklin will have no obligation to fund the planning, design and construction and Muskego will have no obligation to plan, design and construct the FMC. In such event, Muskego shall no longer be obligated to repay any of the funds paid by Franklin to Muskego, and in the event Muskego has prior thereto remitted any payment to Franklin, upon written demand by Muskego, Franklin shall refund all amounts paid, together with all interest, if any, paid by Muskego to Franklin.

1.1.5. FMC Ownership, Operation and Maintenance. Upon completion of the FMC, Muskego will own the FMC and all appurtenances thereto, and shall be responsible for the operation and maintenance of the FMC and its connection to the RCI, from the

intersection of West Ryan Road and South North Cape Road in the City of Muskego, to its connection to the RCI at South 124th Street and West Ryan Road. Franklin will allow the City of Muskego to construct, at Muskego's sole cost, a future connection to the RCI at South 124th Street and West Ryan Road. Muskego will own and shall be responsible for the operation and maintenance of this future connection in Franklin. Franklin will issue all necessary permits to Muskego for the construction of the future connection within Franklin. The connection of Muskego to the RCI is for the sole use of lands within Muskego and Muskego will not permit the connection of any other person, entity or property to its sewerage system that will flow into the RCI without the consent of Franklin and the District. Muskego shall not be responsible for the operation and maintenance of the Ryan Creek Interceptor east of South 124th Street.

1.1.6. Land Acquisition. Muskego shall be responsible for the acquisition of all needed interests in real property to complete construction of the FMC. Franklin will advance funds under this Article for real property acquisition expenditures made or incurred which are necessary for the FMC, except that Franklin will not reimburse Muskego for the cost of easements in existing public rights-of-way for the FMC.

1.1.7. Reserve Capacity. Franklin shall provide reserve capacity in the RCI at South 124th Street and West Ryan Road of up to 18.6 MGD (28.78 cfs) Peak Hourly Flow for use by Muskego at Muskego's written request to Franklin, which flow is consistent with the projected Ultimate Buildout Flow in the District's 2020 Facilities Plan.

ARTICLE II

PROJECT DESIGN & BIDDING

FRANKLIN PORTION OF FMC

2.0. Design Standards to be Achieved. Muskego agrees it will require any design professional utilized to perform design of the FMC to comply with applicable District, Wisconsin and federal rules, regulations and statutes in the design and preparation of all contract documents. Muskego shall routinely include and involve Franklin and the District during design of the project, so as to ensure the project is being designed consistent with these standards.

2.1. Design Review. Muskego agrees to submit all preliminary engineering reports, preliminary design specifications, environmental documents, utility investigation reports, real estate documents and final design specifications of the Franklin portion of the FMC for review and approval by Franklin, prior to submittal to the District and DNR.

Muskego agrees to invite Franklin and the District to all meetings related

to this project. Muskego agrees to ensure that reasonable comments provided by Franklin and the District regarding the foregoing shall be incorporated into the design, bidding and construction contract documents. To expedite the review process, Muskego agrees to make sets of plans and specifications available to Franklin at the 50% complete and the “essentially complete” stages of design. Muskego shall also provide detailed record drawings in electronic format, in accordance with District standards. Franklin shall not unreasonably withhold its approval(s). Franklin shall complete its review of all reports, plans and specifications within thirty (30) days after receipt, considering the standards set forth under its Municipal Code and the District’s Rules and Regulations. Failure of Franklin to approve or reject any plans or specifications within thirty (30) days after their receipt by Franklin or within the time permitted in any written extension by Muskego of such time, shall be deemed approval. Franklin’s approval rights under this paragraph 2.1. do not apply or extend to any approval of shop drawings or approval of contract modification drawings or minor changes in line or grade.

2.1.1. Bid Document Approval. Franklin shall approve all bid documents prior to the letting of the FMC construction to bid, which approval shall not be unreasonably withheld.

2.1.2. Bid Award Approval. Franklin shall approve any responsible lowest bidder and low bid prior to the award of the FMC construction contract by Muskego, which approval shall not be unreasonably withheld, and any disapproval thereof by Franklin shall set forth the specific reasons therefore in writing.

2.1.3. Change Order Approval. Franklin shall approve any change order(s) to the FMC construction contract(s), which approval shall not be unreasonably withheld.

2.2. Franklin Not to Alter RCI Design or Installation. Franklin agrees to not alter the design or installation of the RCI that in any manner increases the cost of the FMC or the cost of Muskego's future connection to the RCI at the West Ryan Road location. Muskego shall have approval authority of any change order(s) to the RCI at the FMC or West Ryan Road connection locations. Muskego shall not unreasonably withhold its approval of such change orders, however, Muskego shall have the right to disapprove change orders for which increased costs have not been resolved by and allocated between the parties to this Agreement.

ARTICLE III

3.0. PROJECT MANAGEMENT - FRANKLIN PORTION OF FMC.

Muskego To Provide Project Management. Muskego will provide project

management for FMC construction, including resident engineering and resident inspection services, preparation and maintenance of daily logs of construction progress, and documentation of contractor compliance with construction plans and specifications. Resident inspection services shall generally be provided on a full time basis and shall be consistent with District inspection practices. During design and construction, Franklin and Muskego shall respectively notify one another in a timely manner of any issue that may adversely affect the cost, schedule or quality of the final project. Muskego and Franklin will each designate in writing a single project manager to serve as a point of contact between Muskego and Franklin.

3.1. Permits. Muskego will obtain any permits required by the State of Wisconsin and any necessary permit issued by the United States or any of its agencies, related to the construction of the FMC.

Additionally, Muskego agrees to comply with ch. 13 of the Milwaukee Metropolitan Sewerage District Rules and Regulations as it pertains to the FMC and the RCI. Muskego will prepare needed erosion control plans and obtain permits and any traffic control plans and permits needed to construct the FMC.

3.2. Acceptance of Construction. Muskego reserves the right, as between itself and the contractor(s), to be the sole authority to issue

acceptance of all work. However, before Muskego issues its acceptance of any work, Muskego shall first obtain Franklin's approval of the work, which approval shall not be unreasonably withheld.

3.3. As-Built Drawings. Muskego shall provide a complete set of detailed as-built plans, in electronic form, each to Franklin and to the District for all work upon completion of the project. One (1) set of as-built plans shall be in vellum reproducible form. Muskego shall also provide each to Franklin and to the District copies of all final engineering and design reports, records, construction inspection reports, surveys and like documents reflecting the course and events of construction, so that Franklin and the District will have a complete record of the project.

ARTICLE IV

4.0. ENVIRONMENTAL. Muskego shall be responsible as to Franklin as set forth below, for any required repair, clean-up, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the construction zones of the FMC or the RCI by its contractors or its agents. Muskego shall indemnify, defend and hold Franklin harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom.

4.1. Definitions Applicable to this Article. The following definitions apply to the interpretation of this Agreement:

4.1.1. “Hazardous Materials” means any substance: (i) the presence of which requires investigation or remediation under any currently existing applicable federal, state or local statute, regulation, ordinance, order, action or policy; or (ii) which is defined as a “hazardous waste” or “hazardous substance” under any currently existing applicable federal, state, or local statute, regulation or ordinance, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), or the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is currently regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin or any political subdivision thereof; or (iv) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (v) which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation.

4.1.2. “Environmental Regulations” means all applicable currently existing statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, the State of

Wisconsin, and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders related to the protection of human health or the environment, including, without limitation: (i) all requirements, including, but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, chemicals, substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature, and (ii) all requirements pertaining to the protection of the health and safety of employees or the public. The term “applicable”, as set forth in this paragraph means capable of or suitable for being applied to this Agreement pursuant to law.

ARTICLE V

5.0. INSURANCE AND INDEMNIFICATION.

5.1. Insurance. Muskego shall arrange for insurance coverage of the FMC. Muskego shall supply evidence of such insurance upon request.

5.1.2. Indemnification. To the fullest extent permitted by law, Muskego and Franklin shall be liable for their own negligent acts, errors and omissions. To the fullest extent permitted by law, and subject to the conditions, limitations and prohibitions of Chapter 605 of the Wisconsin

Statutes, titled "Local Government Property Insurance Fund," Muskego and Franklin agree to hold each other harmless for any losses, damages, costs or expenses, including, but not limited to, reasonable attorney fees and litigation expenses paid or sustained by reason of one party being called upon to respond in litigation for the negligent acts, errors or omissions of the other.

ARTICLE VI

6.0. MISCELLANEOUS PROVISIONS.

6.1. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter herein, and supersedes all prior and contemporaneous agreements, understandings, associations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No amendment, supplement, modification, waiver or termination of the effectiveness of any terms of this Agreement shall be binding unless executed in writing and approved by the parties bound hereby. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall

such waiver constitute a continuing waiver unless otherwise expressly provided.

6.2. General Provisions.

6.2.1. Benefit. This Agreement and all of the covenants and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6.2.2. Provisions Severable. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality or ability to enforce the remaining provisions hereof.

6.2.3. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

6.2.4. Records And Audits. Muskego and Franklin shall allow each other, or others authorized by the respective governing boards, when and as they demand, to audit, examine and make copies of excerpts or transcripts from any records or other information directly relating to matters under this Agreement.

6.3. No Third Party Reliance Intended.

6.3.1. No third party is entitled to rely on any of the representations, warranties and agreements of Muskego and Franklin contained in this Agreement.

6.3.2. Muskego and Franklin assume no liability to any third party because of any reliance by such third party upon any representations, warranties and agreements of Muskego and Franklin contained in this Agreement.

6.4. Zoning, Land Use, or Other Government Approvals or Permits.

6.4.1. Muskego has the responsibility to secure any building permits, zoning changes or other permits that might be needed for any construction or installation, or future construction or installations or maintenance, as may be necessary for the construction, operation and maintenance of the FMC.

6.4.2. All matters agreed herein contained assume there are no conflicts with other existing zoning regulations, laws, applicable rules or regulations or other factors beyond the reasonable control of Muskego or Franklin. In the event a conflict does exist, such other existing zoning regulations, laws, applicable rules and regulations or other factors shall control.

6.4.3. Muskego is responsible for locating and plotting on the FMC bidding documents utilities and other infrastructure as marked by the owners of said utilities and infrastructure that may be present in the area of the FMC; such responsibility applies to any utility or other infrastructure which may be adversely affected or damaged by FMC construction, operation or maintenance now and in the future.

6.5. No Joint Venture; No Partnership.

6.5.1. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between Muskego and Franklin, its successors or assigns. Entering into this Agreement and in acting in compliance herewith shall not change the fact that Muskego and Franklin are at all times acting and performing as independent contractors duly authorized to perform the acts required of them hereunder. This Agreement does not create the relationship of principal and agent or of partnership or a joint venture or of any association between Muskego and Franklin.

ARTICLE VII

7.0. NOTICES AND COMMUNICATIONS.

7.1. Whenever in this Agreement it shall be required or permitted that notice or communication be given by any party hereto to the other, such notice or communication shall be given by certified or registered

mail, and any notice so sent shall be deemed to have been given on the date that the same is deposited in the United States mail, postage prepaid. Notices shall be addressed as follows:

7.1.1. If to Muskego:

City of Muskego
W182S8200 Racine Avenue
Muskego, Wisconsin 53150
Attention: City Clerk

7.1.2. If to Franklin:

City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132
Attention: City Clerk

7.1.3. Nothing in this Article VII shall prevent a party from adding recipients of notices or communications at such other address as any party may from time to time specify in writing; provided, however, that nothing in this Agreement requires Muskego or Franklin to deliver notices to individual residences.

7.2. Notice provided pursuant to this provision is deemed satisfied upon receipt of the notice by the first named addressee designated for each party under 7.1.1. or 7.1.2., respectively.

7.3. It is further agreed that each party hereto will promptly furnish to the other party hereto a copy of any notice it may receive from any third person that may affect the rights of any party hereunder.

ARTICLE VIII

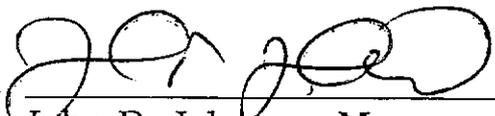
8.0. EXECUTION OF THIS AGREEMENT.

8.1. Signatures Are Certification of Authority to Execute this Agreement. Muskego and Franklin mutually agree that the execution by the officials who sign this document constitutes a certification that the signatory has been appropriately authorized by the respective governing body to execute this document.

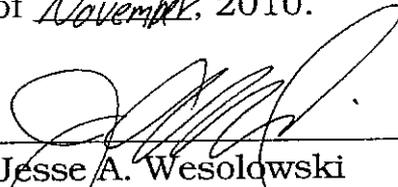
8.2. Execution of this Agreement Deemed to Reflect Compliance with Applicable Ordinances, Resolutions and Statutes. Muskego and Franklin mutually agree that the execution of this Agreement shall be and is deemed to constitute substantial compliance with any applicable ordinances, resolutions, and statutes.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Cooperation Agreement to be duly executed and delivered as of the last date upon which this Agreement is signed, as set forth below.

CITY OF MUSKEGO

By: 
John R. Johnson, Mayor
Date: 10/19/10

Approved as to form this *16th* day
of *November*, 2010.



Jesse A. Wesolowski
City Attorney
City of Franklin

This Agreement was jointly drafted by the City of Franklin upon the advice of its legal counsel and by the City of Muskego upon the advice of its legal counsel.

