

**Amendment to Intergovernmental Cooperation Agreement
between the Milwaukee Metropolitan Sewerage District and the
City of West Allis to Recognize Joint Water Quality Improvement Initiatives**

This Amendment One to the Intergovernmental Cooperation Agreement (Agreement) is between the Milwaukee Metropolitan Sewerage District (District), acting through its Executive Director, and City of West Allis, acting through its Mayor, each as authorized by his or her respective governing body.

WHEREAS the parties intend to execute an Agreement to recognize Joint Water Quality Improvement Initiatives; and

WHEREAS the City of West Allis has requested a modification to language relative to Indemnification; and

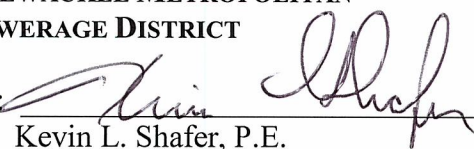
WHEREAS the Amendment does not materially alter the terms of performance of the Agreement;

NOW THEREFORE, the parties hereby agree to the following amendment:


Section 15. Indemnification.

Nothing contained within this agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses and immunities contained within Wisconsin Statutes sections 893.80 and 345.05. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

By: 
Kevin L. Shafer, P.E.
Executive Director

CITY OF WEST ALLIS

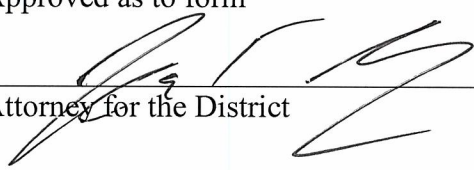
By: 
Dan Devine
Mayor, City of West Allis

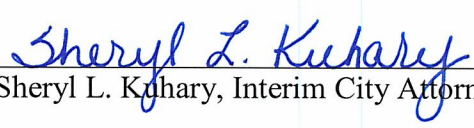
Date: 10/16/18

Date: 10/8/18

Approved as to form

Approved as to form


Attorney for the District


Sheryl L. Kuhary, Interim City Attorney

**Intergovernmental Cooperation Agreement
between the Milwaukee Metropolitan Sewerage District and the
City/Village/Town
to Recognize Joint TMDL Implementation Initiatives**

1. Parties

This Intergovernmental Cooperation Agreement (Agreement) is between the Milwaukee Metropolitan Sewerage District (District), acting through its Executive Director, and each signatory City/Village/Town (Municipality), acting through its chief executive, each as authorized by his or her respective governing body.

2. Purpose

The purpose of this Agreement is to establish a policy of collaboration between the District and the Municipality in their joint efforts to meet the requirements and goals of their respective permits and the recently completed Milwaukee Total Maximum Daily Load (TMDL) analysis for the District's jurisdictional streams. The District, pursuant to its WPDES Permit, and the Municipality, pursuant to its MS4 permit, enter into this agreement to, *inter alia*, move towards making progress on the TMDL requirements for local waterways as soon as possible. Each such effort shall be implemented through treatment plant, conveyance, watercourse, green infrastructure and watershed management projects (Projects). In order to document progress towards applicable TMDL reduction, the District and the Municipality hereby implement this Agreement, as approved by the District Commission, pursuant to the terms herein.

3. Basis for this Agreement

- A. Municipality has the ability to petition the Wisconsin Department of Natural Resources (DNR) to count towards regulatory compliance the District projects for which they, as a contributing member of the District, provide financial contribution; and
- B. Municipality has the ability to petition the DNR to count other Municipal projects where another Municipality has signed onto this Agreement as contributing towards as steps towards regulatory compliance; and
- C. The District and municipalities work collaboratively to address requirements from the Environmental Protection Agency (EPA) and DNR to improve the health of tributary watersheds while providing wastewater treatment and reclamation services, reducing overall pollutant loads, reducing flooding, and making progress toward general pollution reduction; and
- D. Recognizing watershed health, through biological and chemical indicators, is a reliable indicator of TMDL compliance progress and is less influenced by short-term variables than other commonly used water quality indicators; and

- E. The Municipality funds watershed work (via property tax for Member Communities or a capital charge in lieu of a property tax for Non-Member Communities); and
- F. Because overall reduction of watershed impairments and pollutant loads, and improved watershed biological health and biodiversity, is a result of certain treatment plant, conveyance, watercourse flood management and green infrastructure projects; and
- G. This Agreement will spell out the duties and obligations of the District and Municipality to collaboratively work together to implement water quality improvements that help the region meet water quality goals; and
- H. The District understands that the work the Municipality is implementing will assist in reducing surface flooding and reducing the pollutant loads to the rivers; and
- I. The Municipality understands that the work the District is implementing will assist them in reducing surface flooding and reducing the pollutant runoff loads to the rivers; and
- J. The Municipality is a party to this agreement with the District and wishes to count the work implemented by the District towards attaining compliance with its regulatory requirements; and
- K. Due to watercourse credits and green infrastructure credits, each municipality provides different levels of financial contributions to the District; and
- L. Nothing in this Agreement replaces or supersedes any independent obligation of the parties to reduce their respective contribution of pollutant loading to receiving waters prescribed under the TMDLs and improve overall watershed health and biodiversity. This Agreement merely acts as a supplement to, not a replacement of, those efforts and obligations.

4. District Responsibilities

The District will:

- A. continue to implement improvements to the Metropolitan Interceptor Sewer system, the Water Reclamation Facilities, and jurisdictional streams through flood management projects (including green infrastructure), and provide funding to municipalities who elect to participate in and implement stormwater management through green infrastructure and inflow reduction through private property inflow and infiltration; and
- B. provide each Municipality with a summary of projects implemented that year that impact water quality and achieve steps towards compliance with the TMDLs and

improved water quality. As part of the report, the District will identify each municipality's financial participation towards each project.

5. City/Village/Town Responsibilities

- A. The Municipality must be a contributing member of the District to count the work of the District as part of its regulatory compliance; and
- B. If the Municipality receives a watercourse credit, it cannot count the District's work in the credited watershed as part of its regulatory compliance regimen; and
- C. If the Municipality receives a green infrastructure credit, it cannot count other municipality or the District's work implementing green infrastructure as part of its regulatory compliance.

6. Effective Dates

This Agreement becomes effective on the date all parties have executed and shall remain in effect until it is terminated by either party, pursuant to Paragraph 12, or until any party advises the other, in writing, that it has achieved TMDL compliance.

7. Notices

- A. The District will provide notices to:

Municipality's Department of Public Works or Municipal Engineer

- B. The Municipality will provide notices to:

Susan Coyle, Hydraulic Modeler & Analyst
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446
scoyle@mmsd.com
414-225- 2086

- C. The District will provide executed copies of the notices electronically to:

Benjamin Benninghoff, NR Basin Supervisor
Wisconsin Department of Natural Resources
2300 N. Dr. Martin Luther King Jr. Drive
Milwaukee, Wisconsin 53212
benjamin.benninghoff@wisconsin.gov
414-263-8576

8. Modifying this Agreement

Any modification to this Agreement will be in writing and signed by all Parties.

9. Severability

If a court finds any part of this Agreement unenforceable, then the remainder of this Agreement continues in effect.

10. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

11. Resolving Disputes

If a dispute arises under this Agreement, the Parties agree to use their best efforts to cooperatively resolve any disputes. In the event the Parties are at impasse, either Party may terminate the Agreement in accordance with Paragraph 12 herein.

12. Termination

Either Party may terminate this Agreement at any time. To terminate this Agreement, a Party will provide written notice to the other Party. This notice will indicate the effective date of termination and the reasons for termination. A party opting out of the Agreement may, with the consent of both parties, opt back in.

13. Independence of the Parties

This Agreement does not create a partnership. Neither Party may enter into contracts on behalf of the other Party.

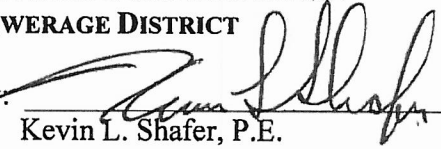
14. Authority of Signatories

Each person signing this Agreement certifies that the person is properly authorized by the Party's governing body to execute this Agreement.

15. Indemnification

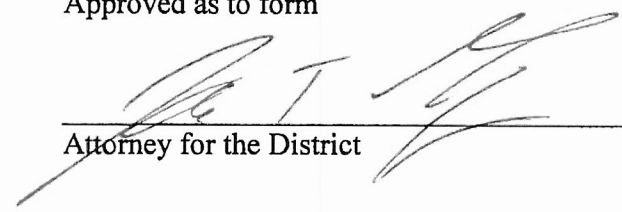
The District and the Municipality will be liable for their own negligent acts, errors, and omissions. If litigation requires one Party to respond for the acts, errors, or omissions of the other Party, then the other Party will hold the responding Party harmless for any losses, damages, costs, or expenses, including, but not limited to, reasonable attorney's fees and litigation expenses.

MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT

By: 
Kevin L. Shafer, P.E.
Executive Director

Date: 5/22/18

Approved as to form



Attorney for the District

CITY/VILLAGE/TOWN/COUNTY

By: _____
Samuel Dickman
Village President
Village of Bayside

Date: _____

Approved as to form

Attorney for the Village of Bayside

By: _____
Steve Ponto
Mayor
City of Brookfield

Date: _____

Approved as to form

Attorney for the City of Brookfield

By: _____
Carl Krueger
Village President
Village of Brown Deer

Date: _____

Approved as to form

Attorney for the Village of Brown Deer

By: _____
Patricia Tiarks
Village President
Village of Butler

Date: _____

Approved as to form

Attorney for the Village of Butler

By: _____
Jim Dobbs
Village President
Village of Caledonia

Date: _____

Approved as to form

Attorney for the Village of Caledonia

By: _____
John Hoenfeldt
Mayor
City of Cudahy

Date: _____

Approved as to form

Attorney for the City of Cudahy

By: _____
Neil Palmer
Village President
Village of Elm Grove

Date: _____

Approved as to form

Attorney for the Village of Elm Grove

By: _____
Douglas Frazer
Village President
Village of Fox Point

Date: _____

Approved as to form

Attorney for the Village of Fox Point

By: _____
Steve Olson
Mayor
City of Franklin

Date: _____

Approved as to form

Attorney for the City of Franklin

By: _____
Dean Wolter
Village President
Village of Germantown

Date: _____

Approved as to form

Attorney for the Village of Germantown

By: _____

Bryan Kennedy
Mayor
City of Glendale

Date: _____

Approved as to form

Attorney for the City of Glendale

By: _____

Jim Birmingham
Village President
Village of Greendale

Date: _____

Approved as to form

Attorney for the Village of Greendale

By: _____

Michael Neitzke
Mayor
City of Greenfield

Date: _____

Approved as to form

Attorney for the City of Greenfield

By: _____

Dan Besson
Village President
Village of Hales Corners

Date: _____

Approved as to form

Attorney for the Village of Hales Corners

By: _____
Dave Glasgow
Village President
Village of Menomonee Falls

Date: _____

Approved as to form

Attorney for the Village of Menomonee Falls

By: _____
Dan Abendroth
Mayor
City of Mequon

Date: _____

Approved as to form

Attorney for the City of Mequon

By: _____
Tom Barrett
Mayor
City of Milwaukee

Date: _____

Approved as to form

Attorney for the City of Milwaukee

By: _____
Kathy Chiaverotti
Mayor
City of Muskego

Date: _____

Approved as to form

Attorney for the City of Muskego

By: _____
Dave Ament
Mayor
City of New Berlin

Date: _____

Approved as to form

Attorney for the City of New Berlin

By: _____
Daniel Bukiewicz
Mayor
City of Oak Creek

Date: _____

Approved as to form

Attorney for the City of Oak Creek

By: _____
J. Stephen Anderson
Village President
Village of River Hills

Date: _____

Approved as to form

Attorney for the Village of River Hills

By: _____
Ken Tutaj
Mayor
City of St. Francis

Date: _____

Approved as to form

Attorney for the City of St. Francis

By: _____
Allison Rozek
Village President
Village of Shorewood

Date: _____

Approved as to form

Attorney for the Village of Shorewood

By: _____
Van Mobley
Village President
Village of Thiensville

Date: _____

Approved as to form

Attorney for the Village of Thiensville

By: _____
Kathy Ehley
Mayor
City of Wauwatosa

Date: _____

Approved as to form

Attorney for the City of Wauwatosa

By: Dan Devine
Dan Devine
Mayor
City of West Allis

Date: 10/8/18

Approved as to form

Sheryl L. Kuhary
Attorney for the City of West Allis

By: _____
John Stalewski
Village President
Village of West Milwaukee

Date: _____

Approved as to form

Attorney for the Village of West Milwaukee

By: _____
Julie Siegel
Village President
Village of Whitefish Bay

Date: _____

Approved as to form

Attorney for the Village of Whitefish Bay