

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF MILWAUKEE  
AND  
THE MILWAUKEE COUNTY  
REGARDING PROPERTY ASSESSED CLEAN ENERGY FINANCING PROGRAMS**

**THIS Memorandum of Understanding** (hereinafter, “Memorandum”), with an effective date of \_\_\_\_\_ (“Effective Date”) is made by and between Milwaukee County, a county government in the State of Wisconsin (“County”), and the City of Milwaukee, a Wisconsin municipal corporation (“City”), hereafter collectively referred to as the “Parties” and individually as a “Party.”

**1. Background.** Since 2013, the City, through its Environmental Collaboration Office (ECO), has successfully implemented Wisconsin’s first commercial Property Assessed Clean Energy (PACE) financing program for building projects located within the City limits. To date the program has financed eight projects valued at over \$13 million. Key projects included the University Club, Springhill Suites Hotel, Westin Hotel, Mackie Building, and Wally Schmidt Tavern. The US Department of Energy named the City’s PACE program a national [“Implementation Model.”](#) Information on Milwaukee’s program is available at [Milwaukee.gov/PACE](http://Milwaukee.gov/PACE).

In 2017, the County’s Economic Development Division published a [Request for Proposals for Property Assessed Clean Energy \(PACE\) Program Implementation](#). The City responded to this RFP via letter dated August 8<sup>th</sup>, 2017 setting forth reasons why the City wanted to maintain its own PACE program. Through this process, the County selected the [PACE Wisconsin Program](#) to administer the County’s program.

Because the City and County jurisdictions overlap, this Memorandum establishes the relationship between the respective programs.

**2. County’s Responsibilities:** The County and its PACE administrator will offer its PACE programs to properties located in all municipalities within the boundaries of Milwaukee County (as of the date of this Memorandum these municipalities are Bayside, Brown Deer, Cudahy, Fox Point, Franklin, Glendale, Greendale, Greenfield, Hales Corners, Oak Creek, River Hills, Shorewood, South Milwaukee, St. Francis, Wauwatosa, West Allis, West Milwaukee, and Whitefish Bay) except for those commercial properties located within the City limits. If owners of property located in the City approach the County seeking PACE financing, the County and its PACE administrator will refer those owners of property to the City’s ECO.

**3. City’s Responsibilities.** The City will only offer its PACE programs to commercial properties located within the City limits. If owners of property located in the County but outside the City limits approach the City seeking PACE financing, the City will refer those owners of property to the County and its PACE administrator.

**4. Term of Memorandum.** The term of this Memorandum shall begin on the effective date listed above and continue as long as the City and County operate PACE programs.

**5. Termination.** The City and County may terminate this Memorandum for a material breach of the Agreement by the other Party by giving at least 60 days notice in writing to the other party specifying the effective date thereof.

**6. Amendment.** This Memorandum shall only be amended via written agreement signed by both the City and County.

**7. Governing Law and Venue.** This Memorandum and the rights and duties of the Parties hereunder shall be governed by and construed, enforced, and performed in accordance with the laws of the state of Wisconsin. The sole and exclusive venue for any disputes, claims or causes of action, legal or equitable, shall be the state courts of Wisconsin. This Section 7 and its requirement shall survive the term or any extension terms of this Agreement.

**8. Communications and Notices.** Any notice given pursuant to this Memorandum shall be in writing and shall be effective when delivered personally or shall be deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, in which latter event it shall be deemed given three days after the date mailed. Written notice shall be addressed to the respective Parties as follows:

<b>If to City:</b>	<b>If to County:</b>
City of Milwaukee Department of Administration Environmental Collaboration Office 200 East Wells St., Room 603 Milwaukee, WI 53202	Milwaukee County Department of Administration Economic Development Division 633 W. Wisconsin Ave, Suite 903 Milwaukee, WI 53203

**9. Headings.** The headings in this Memorandum are included only as reference and shall not limit or alter the meaning of any of the terms and conditions herein.

**10. Severability.** The provisions of this Memorandum are severable, and the invalidity or unenforceability of any one or more provision(s) shall not affect or limit the validity of the remaining provisions. Should any particular provision be held to be unreasonable or unenforceable for any reason, then such provision shall be given effect and enforced to whatever extent would be reasonable and enforceable under the applicable law.

**11. Entire Agreement.** This Memorandum constitutes the entire agreement between the Parties pertaining to the services to be provided hereunder, and there are no other understandings, agreements, or representations between them pertaining to services to be provided hereunder.

**12. Waiver.** Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

**13. No Third-Party Beneficiaries.** No provision of the Memorandum is intended or shall be construed to be for the benefit of any third party.

**14. Assignment.** This Memorandum shall inure to the benefit of and be binding upon the Parties' respective successors and assigns, and neither Party shall assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day, month, and year set forth above.

**CITY OF MILWAUKEE**

**MILWAUKEE COUNTY**

\_\_\_\_\_  
TOM BARRETT, Mayor

\_\_\_\_\_  
CHRIS ABELE, County Executive

\_\_\_\_\_  
JIM OWCZARSKI, City Clerk

\_\_\_\_\_  
MARTIN MATSON, Comptroller

*Approved with regards to County Ordinance Chapter 42:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Community Business Development Partners

*Reviewed:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Risk Management

*Approved for execution:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Corporation Counsel

*Approved:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Executive Chris Abele

*Approved as to funds available per Wisconsin Statutes Section 59.255(2)(e):*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Comptroller Scott B. Manske

*Approved as compliant under Sec. 59.42(2)(b)5, Stats.:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Corporation Counsel