

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF EVANSVILLE AND THE TOWN OF UNION**

THIS AGREEMENT, made and entered into this 11th day of June, 2020 by and between the City of Evansville ("The City") and the Town of Union ("the Town"), both Wisconsin municipal corporations located in Rock County, Wisconsin.

Witnesseth

Whereas, the City of Evansville and the Town of Union are duly incorporated municipalities pursuant to Wisconsin State Statutes; and

Whereas, section 66.0301 of the Wisconsin Statutes allows municipalities to enter into intergovernmental agreements; and

Whereas, the City provides sewer, water, and electrical services through its public utility; and

Whereas, the services referenced above are provided to certain properties located within the Town boundaries; and

Whereas, there are occasions where property owners located within the Town boundaries are delinquent in paying for the services referenced above; and

Whereas, the City's ability to collect from delinquent property owners located within the Town boundaries is limited; and

Whereas, levying special charges pursuant to section 66.0809 of the Wisconsin Statutes is an effective means for a municipality to collect delinquent accounts; and

Whereas, the City does not have the power or authority to level special charges outside of its corporate boundaries; and

Whereas, the Town of Union recognizes the importance and benefit to its residents of the sewer, water, and/or electrical services provided by the City;

Now, therefore, in consideration of the mutual promises and agreements set forth herein, the receipt and sufficiency of which are mutually acknowledged, the City and the Town agree as follows:

1. The recitals set forth above are incorporated herein by reference as if set forth fully herein.
2. The parties have entered into this Agreement under the authority of Wisconsin State Statute 66.0301.
3. In the event that property owners in the Town who receive sewer, water and/or electrical services from the City fail or refuse to pay for those services in a timely fashion, the Town agrees to assist in the City's collection process by levying a special charge against any such properties upon request of the City.

4. The City will provide the Town with a list of delinquent accounts for which special charges should be levied. That information shall include, but not be limited to, the property computer number, the property address, the Rock County special code, and the amount to be levied as a special charge against the properties.
5. The City will provide whatever additional information is requested by the Town in order to effectuate this Agreement.
6. When the City requests that special charges be levied and provides the information required, the Town of Union will place a special charge against the applicable property in the amount requested by the City.
7. If the Town receives and collects monies as a result of the special charges levied pursuant to this Agreement, the Town will remit said payments to the City within five business days of the regularly scheduled settlement dates of January 15, February 20, and August 20.
8. Any interest collected by the Town under this Agreement shall be retained by the Town.
9. The Town shall provide the City access to its records in order to monitor and confirm the implementation of this Agreement.
10. The City agrees to indemnify, defend and hold harmless the Town, its officers, agents and employees, from any and all claims, actions, liability, or costs including attorney's fees and other costs of defense, arising out of or in any way related to the sole negligence of the City, its agents, employees and officers. The Town agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from any and all claims, actions, liability, or costs, including attorney's fees and other costs of defense, arising out of or in any way related to the sole negligence of the Town, its agents, employees and officers.
11. The term of this Agreement shall commence on the date first set forth above and shall continue until terminated by either party. Either party may terminate this Agreement by giving not less than 90 days written advance notice to the other party, and specifying the date of termination. This Agreement shall thereafter terminate on the specified date of termination. Either party may terminate this Agreement for any reason.
12. Miscellaneous.
 - a. The enforceability of this Agreement shall not be affected by changes in elected officials in either the City or the Town.
 - b. In the event of any conflict between the terms of this Agreement and any ordinance, regulation, resolution or order issued by the City or the Town, the provisions of this Agreement shall be given precedence.
 - c. If any term, covenant, condition or provision of this Agreement shall be construed to be illegal, invalid or unenforceable, such term, covenant, condition or provision shall be deemed stricken and deleted herefrom to the same extent and effect as if

never incorporated herein, but all other terms, covenants, conditions or provisions of this Agreement shall continue in full force and effect.

- d. The language of this Agreement shall, in all cases, be construed according to its ordinary meaning, and not strictly construed for or against the City or the Town.
- e. The parties agree that they shall not litigate the provisions of this Agreement, except upon breach by the other party.
- f. This Agreement shall be construed according to the laws of the State of Wisconsin.
- g. The failure of the City or the Town to require strict performance of any provision of this Agreement shall not constitute a waiver of the provision or of any of the parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. Waiver of one right, or release of one obligation, shall not constitute a waiver or release of any other rights or obligations.
- h. Any notice required by this Agreement shall be given as follows:

City of Evansville
Attention: Mayor Bill Hurtley
or his successor
31 S. Madison Street
P.O. Box 529
Evansville, WI 53536

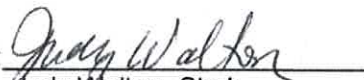
Town of Union
Attention: Kendall Schneider
or his successor
15531 W. Green Bay Road
Evansville, WI 53536

- i. This Agreement represents the entire Agreement between the parties, and supersedes all prior negotiations, representations or agreements with regard to the issues addressed in this Agreement.
- j. This Agreement is intended to be solely between the City and the Town. Nothing in this Agreement accords any third party, any legal or equitable rights whatsoever which may be enforced by any non-party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement on the day and year first above stated by authority of their respective governing bodies effective of this date first above written.

CITY OF EVANSVILLE

By: 
Bill Hartley, Mayor

Attest: 
Judy Walton, Clerk

TOWN OF UNION

By: 
Kendall Schneider Town Chair

Attest: 
Regina ~~Hickman~~, Clerk
RIEDEL