

INTERGOVERNMENTAL AGREEMENT
RELATING TO THE SHARING OF COSTS FOR TELEVISIONING SEWERS
Between the Walworth County Metropolitan Sewerage District, the City of Elkhorn,
and Walworth County

THIS AGREEMENT, is made and entered into by and between the Walworth County Metropolitan Sewerage District, a Wisconsin municipal body corporate (hereinafter referred to as “the District”), the City of Elkhorn, a Wisconsin municipal corporation (hereinafter referred to as “the City”), and Walworth County, a Wisconsin municipal corporation (hereinafter referred to as “the County”), effective as of the date by which all parties have signed hereunder.

WITNESSETH:

WHEREAS, the District, the City, and the County each maintain gravity sewer lines, of which a portion are to be cleaned and televised in 2021, as specifically described in the request for proposals issued by the District with a response date of April 29, 2021, which is hereby incorporated by reference (“the Project”); and,

WHEREAS, the District, the City, and the County find it to be cost effective to complete the Project jointly in order to obtain a lower price; and,

WHEREAS, the Project is to be funded by cost sharing by each of the Parties based on the proposal to televise each party’s respective portion of the sewer lines; and,

WHEREAS, the parties have agreed to share the cost of the Project and wish to formalize their agreement pursuant to Section 66.0301 Wis. Stats.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

1. Project. The Project shall consist of cleaning and televising approximately 1.19 miles of sanitary sewer line owned and operated by the District, approximately 4.98 miles of sanitary sewer line owned and operated by the City, and approximately 2.06 miles of sanitary sewer line owned and operated by the County.
2. Lead Agency. The District shall be the lead agency for the Project.
3. Cost Sharing. The Parties agree to the joint financial participation in the costs of the Project with each party paying as follows (costs must be included prior to executing the agreement):

Walworth County Metropolitan Sewerage District	-	\$7,879.48
City of Elkhorn	-	\$32,310.32
Walworth County	-	\$13,073.75

Either party may increase the scope of its portion of the Project provided such increase is

consistent with the Public Bidding Law and the terms of the Project contract with the contractor. Any increase in the cost of the Project due to such change in scope shall be paid solely by the party making such change.

4. Invoice. The District shall invoice the City and the County for its respective share of the Project costs as it is invoiced for the work. The City and the County will pay the District within thirty (30) days after receipt of the invoice. The City and the County shall be responsible for and reimburse the District for all costs, charges, and expenses (including reasonable attorney fees) incurred by the District as a result of the City or the County failing to pay such invoices in a timely manner.

5. Liability. Each party shall be responsible for its own acts, errors, or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees, and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees, and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.

6. Notice. Any notice or offer or demand required to be sent hereunder shall be sent by United States mail at the Parties' respective addresses set forth below. Each notice shall be deemed to have been received on the date of postmark, if sent by certified mail, postage prepaid, and addressed to:

<u>Name</u>	<u>Address</u>
Walworth County Metropolitan Sewerage District	Administrator 975 West Walworth Avenue Delavan, WI 53115
City of Elkhorn	City Administrator 9 South Broad Street Elkhorn, WI 53121-0920
Walworth County	County Administrator P.O. Box 1001 Elkhorn, WI 53121

7. Final Agreement. This Agreement entered into by the Parties on this date constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may only be modified or supplemented by an additional writing between the Parties. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Agreement.

8. Construction. The Parties acknowledge that this Agreement is the product of negotiations between the Parties and that, prior to the execution hereof, each Party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against, any Party because that Party's attorney drafted this Agreement or any part hereof.

9. Miscellaneous.

a. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.

b. All addenda and exhibits attached to this Agreement shall be considered part of this Agreement and the terms and conditions in such addenda and exhibits shall be binding upon all parties.

c. This Agreement is intended to benefit the parties hereto and their respective officials and shall not be construed to create any right or benefit on behalf of any person, firm, corporation or other entity not a party hereto.

d. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, regulations and requirements to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.

e. The parties agree to comply with all applicable state and federal laws in performing the work under this agreement, including but not limited to any applicable wage laws and public bidding laws.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT effective as of the last date of signature below.

WALWORTH COUNTY METROPOLITAN SEWERAGE DISTRICT

By: _____
Dean Logterman, Chairman

Date

Attest: _____
Ron Henriott, Secretary

Date

CITY OF ELKHORN

By: _____
Bruce Lechner, Mayor

Date

Attest: _____
Lacy Reynolds, City Clerk

Date

WALWORTH COUNTY

By: _____
Nancy Russell, Walworth County Board Chair

Date

Attest: _____
Kimberly S. Bushey, Walworth County Clerk

Date