



ADDENDUM

Eau Claire County
Committee on Administration
Tuesday, November 15, 2022, at 2:30 p.m.
Eau Claire County Government Center
721 Oxford Ave., Eau Claire • Room 3312

Join from the meeting link:

<https://eauclairecounty.webex.com/eauclairecounty/j.php?MTID=m672205ee7ec3d513370b31a8332188d8>

Join by meeting number:

Meeting number: 2598 153 6633 Password: pPBM8DuVe88

Join by phone:

Dial in: 415-655-0001 Access Code: 2598 153 6633

1. Landfill Intergovernmental Agreement – **Discussion/Action**

Prepared by: Samantha Kraegenbrink – Assistant to the County Administrator

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through sign language, interpreters, remote access, or other auxiliary aids. Contact the clerk of the committee or Administration for assistance (715-839-5106). For additional information on ADA requests, contact the County ADA Coordinator at 839-6945, (FAX) 839-1669 or 839-4735, TTY: use Relay (711) or by writing to the ADA Coordinator, Human Resources, Eau Claire County Courthouse, 721 Oxford Avenue, Eau Claire, WI 54703.

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
SEVEN MILE CREEK LANDFILL:
IMPACTED LOCAL GOVERNMENTS**

I. PARTIES

This Intergovernmental Cooperative Agreement (“Agreement”) is hereby made by and between the City of Eau Claire, a municipal corporation (hereinafter referred to as the “City”), Eau Claire County, a body politic and corporate (hereinafter referred to as the “County”), and the Town of Seymour, a body politic (hereinafter referred to as the “Town”) each of which may be herein referred to collectively as the “Parties”, for intergovernmental cooperation in accordance with Wisconsin Statutes § 66.0301.

II. BACKGROUND

The Seven Mile Creek Landfill (the “Landfill”) is located within the City, County and Town. The Parties have entered into several successive Final Negotiated Agreements, the current such Final Negotiated Agreement effective September 30, 2022, (hereinafter referred to as the “Siting Agreement”) with the operator of the Landfill according to Wis. Stats. s. 289.33. The Parties and their residents are substantially impacted by the Landfill. Even after making best efforts to eliminate or mitigate such impacts, the Parties are impacted by serving as the municipal host or neighboring communities. In recognition of and as partial compensation for these and other impacts, the Parties collectively receive a tonnage fee (the “Funds”) from the Landfill operator (“Operator”) and enter into this Agreement to ensure the continuation of the prompt, professional receipt and distribution of the Funds.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to document the responsibilities of the Parties related to the Siting Agreement, which among other purposes is a shared revenue resource used by the Parties to partially offset substantial organizational and community impacts related to the Landfill in addition and distinct from those substantial individual impacts realized by some of their residents for which there is separate compensation. The responsibilities of the Parties under this Agreement include the receipt and distribution of the Funds. This Intergovernmental Cooperative Agreement is specifically authorized under Wis. Stats. §§59.52(7) and 66.0301.

IV. TERM OF AGREEMENT

This Agreement shall commence upon approval of the Parties. The term shall run concurrent with the Siting Agreement. The Agreement shall renew automatically with the approval of any subsequent Siting Agreement unless modified in writing and approved by all Parties. This Agreement shall not be terminated without prior termination of the Siting Agreement or any successor thereto.

V. RECEIPT OF FUNDS / FISCAL AGENT

A. The City shall serve as the fiscal agent for the Funds. The City shall receipt Funds from the Operator and promptly distribute the entirety of the Funds

received to the Parties pursuant to Section VI Distribution of Funds herein. The City shall send the County and Town their respective portions of the Funds within thirty (30) days of receipt from Operator.

B. The City shall be the fiscal agent and perform such typical accounts receivable and payable functions as a service to its fellow Parties and as a portion of the substantial impact occasioned upon the City due to the Landfill. Auditing, collection, legal or any and all other costs beyond typical accounting functions shall be shared by the Parties according to their fee distribution percentage allocation herein. Any such costs reasonably anticipated shall be noticed to the Parties pursuant to this Agreement and once incurred shall be promptly repaid to the City by the other Parties no more than thirty (30) days of invoice by the City, or the City may deduct any such outstanding amounts from future distributions of Funds.

VI. DISTRIBUTION OF FUNDS

The Funds shall be distributed to the Parties as follows and thereafter budgeted and appropriated by each government body pursuant to state law and as each determines to be in the public interest. Only the governing bodies of the Parties have such authority and any other agreement, action, or statement to the contrary, expressly including without limitation the Siting Agreement with the Landfill or the Standing Committee created thereunder, is null and void.

Town of Seymour	37.5%
Eau Claire County	37.5%
City of Eau Claire	25%

VII. NOTICES

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon the Parties to:

City of Eau Claire City Clerk
 City Hall
 203 S. Farwell Street
 Eau Claire, WI 54701

Eau Claire County County Administrator
 Eau Claire County Courthouse
 721 Oxford Avenue
 Eau Claire, WI 54703,

Town of Seymour Town Chair
 Seymour Town Hall
 6500 Tower Drive
 Eau Claire, WI 54701

VIII. MUTUAL IDEMNIFICATION

The Parties agree to hold one another harmless from and against all claims, actions, judgments, costs, and expenses including reasonable attorney's fees arising out of damages or injuries to persons or their tangible property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The Parties shall give to each other prompt and reasonable written notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

IX. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

X. APPLICABLE LAW

This Agreement shall be governed under the laws of the state of Wisconsin and is made at Eau Claire County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be exclusively in Eau Claire County Circuit Court.

XI. SECTION HEADINGS

The headings of the sections hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XII. NON-ASSIGNMENT OF AGREEMENT

The parties agree that there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

XIII. MODIFICATIONS / AMENDMENT

There shall be no modifications to this Agreement, except in writing, signed by each and every of the Parties. Any party desiring to propose an amendment shall do so on or before March 1 of a given year by written notice to the other Parties, who shall then review the proposal between their senior executive officers or designees, with any amendment requiring legislative body approval on or before December 1 to become effective as of the next following January 1 following approval by all Parties. Prior to submitting a final proposed amendment to the legislative body of each Party, each Parties' senior executive officers or designees assigned to review the proposed amendments to this Agreement shall meet together to discuss the proposed amendment. Failure of a single Party to agree to an amendment shall not affect the operation of this original Agreement.

XIV. INTEGRATION OF AGREEMENT

A. This entire Agreement and understanding between the Parties is contained herein, supersedes all prior discussions and negotiations and/or previous agreements,

whether written or oral and all negotiations as well as any previous agreements presently in effect between the Parties relating to the subject matter.

B. This Agreement may only be amended in writing and signed by all Parties. The terms and conditions of this Agreement shall extend to and bind the Parties, the officers, governing bodies, employees, representatives, successors, and assigns of the Parties.

C. The Parties represent and warrant that they have full authority to enter into this Agreement and that any person or entity executing in a representative capacity for the party has full authority to do so.

IN WITNESS WHEREOF, the Parties hereto, having read and understood the entirety of this Agreement, and being fully authorized to do so, hereby affix their duly authorized signatures:

CITY OF EAU CLAIRE BY:

STEPHANIE A. HIRSCH
CITY MANAGER

DATE

EAU CLAIRE COUNTY BY:

KATHRYN SCHAUF
COUNTY ADMINISTRATOR

DATE

TOWN OF SEYMOUR BY:

JESSICA JANSSEN
TOWN CHAIR

DATE