

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “Agreement”) is made and entered into as of April 2, 2025, between Town of Clayton, a Unit of Government (the “Recipient”) and Winnebago County, Wisconsin (the “Government Agency”).

1. Purpose. The Government Agency may possess “personal information” of certain “judicial officers” which is subject to a “written request” (each as defined in the hereinafter defined Act) which is protected under Wis. Stat. §§ 59.43(1r) and 757.07 (collectively, the “Act”). This Agreement is a “confidentiality agreement” within the meaning of the Act by which the Government Agency is permitted to provide access to such personal information to a 3rd party such as the Recipient. In compliance with the Act, the Government Agency desires to provide access to information which may contain personal information of a judicial officer that is subject to a written request to the Recipient and the Government Agency requires the Recipient to treat such personal information as confidential.

2. “Confidential Information” means any personal information of a judicial officer that is subject to a written request under the Act and disclosed by the Government Agency to the Recipient, either directly or indirectly, in writing or by inspection of tangible objects (including without limitation documents, records, permits, back end website access, technical data, trade secrets, services, processes, designs, drawings, and/or financial information)

3. Non-use and Non-disclosure. Recipient agrees not to disclose any Confidential Information to third parties or to Recipient’s employees, except to those employees of the Recipient who are required to have the information for a legitimate business purpose or governmental purpose.

4. Maintenance of Confidentiality.

(a) The Recipient shall not use and/or disclose Confidential Information in any manner that may violate applicable laws and regulations, including, without limitation, the Act.

(b) The Recipient shall implement safeguards to limit who has access, use, and/or the ability to disclose Confidential Information.

(c) The Recipient shall report to the Government Agency within 24 hours of the Recipient becoming aware of any use and/or disclosure of Confidential Information in violation of this Agreement or applicable laws or regulations, including, without limitation, the Act.

5. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” GOVERNMENT AGENCY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

6. No License. Nothing in this Agreement grants Recipient any rights in or to the Confidential Information of the Government Agency except as expressly set forth herein.

7. Term. This Agreement may be terminated by the Government Agency at any time upon written notice to the Recipient. Notwithstanding the foregoing, the Recipient agrees that its confidentiality, non-use and nondisclosure obligations will survive the termination of this Agreement for the period of time any such Confidential Information retains its status as personal information protected under the Act.

8. Nonliability. Notwithstanding anything to the contrary in this Agreement, whether express or by implication or construction or interpretation or otherwise, Recipient acknowledges and agrees that THE GOVERNMENT AGENCY SHALL NOT BE liable in any manner under this Agreement or otherwise for Recipient's use or disclosure of any Confidential Information in contravention hereof, the Act, or any other laws and regulations, or incur or cause to be incurred any expense in pursuing any course of action, in connection with the Confidential Information or any other matter within the scope of or contemplated by this Agreement or be liable (directly or indirectly) for any claims, proceedings, costs or expenses of any kind for any reason in connection with or in any way related to this Agreement or the Confidential Information. THE PROVISIONS OF THIS SECTION 8 OPERATE AS A COMPLETE AND IRREVOCABLE RELEASE OF GOVERNMENT AGENCY FROM LIABILITY.

9. Indemnification and Release. The Recipient hereby fully and forever and irrevocably releases and, to the fullest extent permitted by law, agrees to defend, indemnify and hold harmless the Government Agency against any and all fees, costs and charges, losses, damages, claims, actions, liabilities and expenses of any conceivable nature, kind or character (including, without limitation, fees and expenses of attorneys, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments) to which the Government Agency may become subject under the Act or any other statutory law or regulation or at common law or otherwise arising out of or based upon or in any way relating to Recipient's use or disclosure of any Confidential Information, except to the extent caused by the Government Agency's own willful misconduct.

10. Governing Law. This Agreement will be governed in all respects by the laws of the State of Wisconsin, excluding conflicts of law principles. Any action or proceeding brought by any party against another arising out of or related to this Agreement shall be brought in a state or federal court of competent subject matter jurisdiction located in the county in which the Government Agency is located.

11. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. Neither party may assign and/or delegate any rights and/or obligations under this Agreement. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

The undersigned represent that they have the authority to enter into this Agreement on behalf of the person or entity listed above their names.

Winnebago County, Wisconsin

Town of Clayton, Winnebago County, Wisconsin

By: _____
(signature)

By: _____
(signature)

Name: _____

Name: Russell D. Geise

Title: County Executive

Title: Town Chair