

CONFIDENTIALITY AGREEMENT
Re: 2023 Wisconsin Act 235; Judicial Privacy

THIS CONFIDENTIALITY AGREEMENT (this “Agreement”) is made and entered into as of **April 29, 2025**, between the **Village of Harrison**, a municipality located within Outagamie County (the “Municipality”) and **Outagamie County** (the “County”), with the parties hereinafter collectively known as “Government Agency”.

1. Purpose. Both the County and Municipality 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, which permit the County and Municipality to provide access to such personal information to each other. The Government Agency supplying information which may contain personal information of a judicial officer shall hereinafter be referred to as the “Sending Government Agency” and the Government Agency receiving the information shall be referred to as the “Receiving Government Agency”. In compliance with the Act, the Sending Government Agency desires to provide access to information which may contain personal information of a judicial officer that is subject to a written request under the Act to the Receiving Government Agency and the Sending Government Agency requires the Receiving Government Agency to treat such personal information as confidential.
2. Definitions. The definitions contained in Sec. 757.07(1), Wis. Stat., are at all times applicable to this Agreement. The following terms have the following definitions:
 - (a) “Confidential Information” means any personal information of a judicial officer that is subject to a written request under the Act and disclosed by the Sending Government Agency to the Receiving Government Agency, 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).
 - (b) “Personal Information” means any of the following with regard to a judicial officer or any immediate family member of a judicial officer, but does not include information regarding employment with a government agency:
 - i. Home address (including identification of a particular document recorded by a register of deeds)
 - ii. Home or personal mobile telephone number
 - iii. Personal email address
 - iv. Social security number, driver’s license number, federal tax identification number, or state tax identification number
 - v. Bank account, credit card or debit card information (except as required under Wis. Stat. Ch. 11)
 - vi. License plate number or other unique identifiers of a vehicle owned, leased, or regularly used

- vii. Identification of children under the age of 18 of a judicial officer or an immediate family member of a judicial officer
 - viii. Full date of birth
 - ix. Marital status
- 3. Non-use and Non-disclosure. Receiving Government Agency agrees not to disclose any Confidential Information to third parties or to Receiving Government Agency's employees, except to those employees of the Receiving Government Agency who are required to have the information for a legitimate governmental purpose.
- 4. Maintenance of Confidentiality.
 - (a) The Receiving Government Agency 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 Receiving Government Agency shall implement safeguards to limit who has access, use, and/or the ability to disclose Confidential Information.
 - (c) The Receiving Government Agency shall report to the Sending 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." The parties make no warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.
- 6. No License. Nothing in this Agreement grants the Receiving Government Agency any rights in or to the Confidential Information of the Sending Government Agency except as expressly set forth herein.
- 7. Term. This Agreement may be terminated by either party at any time upon written notice. Notwithstanding the foregoing, the Recipient Government Agency 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. Hold Harmless and Indemnification. Both parties agree that each party shall be solely responsible for its own actions and activities and the actions and activities of its own officers, employees, and agency while acting in the scope of their employment. Subject to any limitations in Sec. 893.80, Wis. Stat., and any similar statute, each party agrees to hold the other harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description, or damages to person or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omission of any of the officers, employees, or agents of the Government Agency while acting within the scope of their employment.

No provision of this Agreement is intended or shall be construed to be a waiver for any purpose by either party of the provisions of Sec. 893.80, Wis. Stat., or any other applicable limits on governmental liability. Any indemnification that a party gives under this Agreement is specifically limited by this paragraph such that the party shall not be liable in indemnification or contribution for any amount greater than the recoverable limits for claims against governmental entities established by Wisconsin Law.

9. 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 Outagamie County.
10. 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.

Outagamie County

Village of Harrison

By: _____
(signature)

By: _____
(signature)

Name: Thomas Nelson

Name: Scott Handschke

Title: Outagamie County Executive

Title: Harrison Village President