

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**City Utilities of Richland Center Utilities**

and

**Sextonville Water and Sanitary District**

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## **1. Parties**

This Memorandum of Understanding (“MOU”) is entered into by and between:

**City of Richland Center Utilities** (“City Utilities”), a municipal utility of the City of Richland Center, Wisconsin; and

**Sextonville Water and Sanitary District** (“District”), a sanitary district organized under the laws of the State of Wisconsin.

Collectively referred to as “the Parties.”

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## **2. Purpose**

The purpose of this MOU is to establish the terms and conditions under which City Utilities may provide assistance, maintenance support, technical services, emergency response, or operational support to the District upon request.

This MOU is intended to clarify responsibilities, safety obligations, and liability allocation between the Parties.

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## **3. Scope of Assistance**

City Utilities may, at its discretion and subject to availability of personnel and equipment, provide:

- Emergency repair assistance
- Equipment support
- Technical consultation
- Operational or maintenance assistance
- Other mutually agreed services

City Utilities also reserves the right to suspend working for the district to respond with personnel and/or equipment needed to respond to any issue or emergency within the service area of City Utilities.

All assistance shall be provided only upon request by an authorized representative of the district.

Nothing in this MOU obligates City Utilities to provide services.

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#### **4. Control and Direction of Work**

When City Utilities personnel are working on or assisting with the District's system:

- The District retains ownership, operational authority, and regulatory responsibility over its water and sanitary system.
  - The District shall designate a representative responsible for coordination.
  - City Utilities personnel remain employees of City Utilities at all times.
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#### **5. Safety and Regulatory Responsibility**

##### **Primary Safety Responsibility**

The District acknowledges and agrees that:

- The District retains full responsibility for the safety condition of its facilities, infrastructure, and worksites.
- The District is solely responsible for compliance with all applicable federal, state, and local laws, regulations, and safety standards, including but not limited to OSHA, DNR, **WI DSPS**, regulations, confined space requirements, lockout/tagout procedures, and any other regulatory requirements governing its system.
- City Utilities does not assume responsibility for identifying, correcting, or ensuring compliance with safety or regulatory deficiencies within the District's system.

##### **Employee Safety**

City Utilities will require its employees to follow its own internal safety policies and procedures. However:

- The District is responsible for ensuring that work sites are safe and compliant before work begins.
  - The District shall disclose any known hazards, including, but not limited to confined spaces, hazardous atmospheres, energized equipment, structural concerns, traffic, excavation hazards, or other safety risks.
  - City Utilities reserves the right to refuse or suspend work if unsafe conditions exist or are created by other contractors working on behalf of the District.
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## **6. Liability and Indemnification**

To the fullest extent permitted by law:

- The District agrees that City Utilities shall not be responsible for any claims, damages, losses, fines, penalties, regulatory violations, or liabilities arising out of the condition, operation, or regulatory compliance of the District's system.
- The District agrees to indemnify, defend, and hold harmless City Utilities, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, or expenses arising from:
  - Conditions of the District's facilities
  - Regulatory violations
  - Safety non-compliance
  - Third-party claims related to the District's system

City Utilities shall be responsible only for the negligent acts or omissions of its own employees while acting within the scope of their employment.

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## **7. Insurance**

Each Party shall maintain insurance coverage or governmental self-insurance consistent with Wisconsin municipal standards. Upon request, proof of coverage may be provided.

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## **8. Compensation**

Compensation for services, equipment use, materials, or labor shall be billed in accordance with mutually agreed rates or as established by written agreement prior to work when feasible.

Emergency services may be billed at standard municipal utility rates.

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### **9. Term and Termination**

This MOU shall take effect upon execution by both Parties and shall remain in effect until terminated by either Party upon thirty (30) days written notice.

Either Party may terminate immediately if continued performance would create unsafe or unlawful conditions.

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### **10. No Partnership or Joint Venture**

Nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship between the Parties.

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### **11. Amendment**

This MOU may be amended only in writing signed by authorized representatives of both Parties.

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### **12. Governing Law**

This MOU shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

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**Signatures**

**City of Richland Center Utilities**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**Sextonville Water and Sanitary District**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_