COMPOSTING AGREEMENT

This COMPOSTING AGREEMENT (Agreement) is entered into by and between Manitowoc County (County), a governmental body corporate and politic pursuant to Wis. Stat. § 59.01, whose principal address is Courthouse, 1010 South Eighth Street, Manitowoc, Wisconsin 54220, and the city of Two Rivers (City), a Wisconsin a municipal corporation pursuant to Wis. Stat. § 62.02, whose principal address is 1717 East Park Street, Two Rivers, Wisconsin 54221. County and City may be referred to individually as a "Party" or collectively as the "Parties."

- WHEREAS, 1989 Wisconsin Act 335, effective May 11, 1990, established a goal of reducing the amount of solid waste being sent to landfills through the development of programs that reduce, reuse, and recycle waste; and
- WHEREAS, Wis. Stat. § 66.0301 authorizes governmental bodies to enter into intergovernmental cooperative agreements; and
- WHEREAS, 1989 Wisconsin Act 335 requires each municipality in the state to operate an effective recycling program as outlined by the Act; and
- WHEREAS, County and City, acting for their commercial benefit and for the health, safety, and general welfare of its citizens, deem that it is in the Parties mutual interest to enter into an intergovernmental cooperative agreement for the provision of composting residential yard materials;
- **NOW, THEREFORE**, in consideration of the premises set forth above, and the mutual agreements, covenants, promises, and obligations set forth below, the sufficiency of which is hereby acknowledged, the parties agree as follows:
- 1. **RECITALS.** The foregoing Recitals are hereby incorporated as if fully set forth herein and are hereby made a part of this AGREEMENT.
- 2. AUTHORITY. This Agreement is entered into pursuant to and under the authority of Wis. Stat. § 66.0301.
- 3. TERM AND TERMINATION. This Agreement shall commence on January 1, 2025 at 12:00 a.m. and end on April 30, 2034 at 11:59 p.m., unless terminated at an earlier date pursuant to Paragraph 9 of this AGREEMENT.
- 4. **COUNTY DUTIES AND RIGHTS.** County agrees to develop, implement, operate, and provide a composting program in cooperation with City consistent with the following:
- a. County shall provide a composting site to receive, process, and market compost material that City delivers to County.
- b. County shall accept compostable material at the composting site on such days and at such times as reasonably established by the County from time to time.

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- c. The County's composting site shall be reasonable centrally located for City of Two Rivers residents. The Parties agree that the County's current composting site located at 4189 Woodland Drive, Two Rivers, Wisconsin meets the requirement to be centrally located as required by this Paragraph.
- d. City is expressly permitted to use County's composting site for municipal leaf collections and one annual brush collection. Additional emergency brush pickups may be coordinated with the County on a case by case basis.
- e. County shall grant City access to the Woodland Drive composting facility after the County closes the site in fall of the year to permit the City to use the site as a fall leaf collection disposal location. City shall be responsible to push up and consolidate the leaf piles at a minimum of weekly. City shall secure the facility at the end of the each day that City disposes of leaves at the site.
- f. County shall be entitled to receive any and all revenue from the sale of compost material delivered to the County's compost site under this Agreement.
- 5. PAYMENT. City shall annually pay County the sum of Nine Thousand and 00/100 Dollars (\$9,000.00) for the provision of the composting program as provided in this Agreement. County shall invoice City on an annual basis no later than November 1. City shall pay the amount due by December 1. Payments shall be paid by check payable to "Manitowoc County Public Works Department" and submitted to 1028 South 9th Street, Manitowoc Wisconsin 54220.
- 6. **INSURANCE.** Each party shall maintain its own liability insurance in such form and amount as is sufficient to address the risks arising out of the implementation of this Agreement.
- 7. IMMUNITY. County and City are governmental entities entitled to governmental immunity under law, including Wis. Stat. § 893.80. Nothing contained in this Agreement shall waive the rights and defenses to which the Parties may be entitled under law, including all immunities, limitations, and defenses under Wis. Stat. § 893.80 or any subsequent amendment thereof. The rights and obligations set forth in this Paragraph shall survive the termination or expiration of this Agreement.
- 8. NOTICE. Any notice given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered in person or by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to COUNTY:

Manitowoc County Recycling Operation Manager

3000 Basswood Road

P.O. Box 351

Manitowoc, WI 54220

With Copy to:

Public Works Director 1028 South 9th Street Manitowoc, WI 54220

If to CITY:

Two Rivers City Clerk 1717 East Park Street Two Rivers, WI 54221 With Copy to:

Public Works Director 1717 East Park Street Two Rivers, WI 54221

9. DEFAULT AND REMEDIES.

- (a) A Party shall be deemed to be in default if it fails to observe or perform any material condition, covenant, obligation, or term required by this Agreement.
- (b) The Parties agree to attempt in good faith to resolve any dispute which may arise between them regarding the interpretation or performance of this Agreement. The Parties agree that such good faith attempts shall not be required to be continued for more than 60 days.
- (c) Either Party shall have the right to terminate this Agreement upon default of the other, provided that the defaulting party has received at least 30 days written notice specifying the nature of the default, has been provided notice specifying a reasonable period of time to cure the default, and has failed to cure the default within such reasonable period of time.
- (d) If performance of any action by any party is prevented or delayed by an act of God, war, labor dispute involving persons with whom the party has no employment relationship, or any other cause beyond the reasonable control of such party, the time for the performance of such action shall be extended during the period that such action is delayed or prevented by such cause, provided, however, that this Agreement shall not be extended beyond its terms.
- (e) In the event that circumstances beyond the control of either party result in an inability of either party to perform its obligations under this Agreement for a period of time exceeding 6 months, either party may terminate this Agreement after 30 days written notice.
- (f) Termination of this Agreement for any reason shall not limit or otherwise affect the respective rights and obligations of the parties accrued prior to the date of termination.
- (g) The remedies provided by this Agreement or otherwise available at law or equity shall be cumulative, and the election of any remedy shall not bar any other remedy available to the party.
- Agreement, enforce any provision contained in this Agreement, or exercise any right with respect to the Agreement shall not in any way be considered to waive such election, provision, or right, or to in any way affect the validity of this Agreement. The failure of a Party to exercise any election, provision, or right shall not preclude or prejudice the Party from later enforcing or exercising the same or any other election, provision, or right that it may have under the Agreement. The consent to or approval of any act or request by any Party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request.
- 11. NON-APPROPRIATION OF FUNDS, SUSPENSION OF SERVICES. If County fails to appropriate sufficient funds to carry out its obligations under this Agreement at any time during the term of this Agreement, this Agreement shall become null and void upon written notice to City.

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- 12. THIRD PARTY BENEFICIARIES. This Agreement shall not provide any person not a party to this Agreement with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.
- 13. COUNTERPARTS. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 14. SIGNATURE AUTHORITY. The persons signing this Agreement warrant that they have been authorized to enter into this Agreement by and on behalf of their respective Party and that they have full and complete authority to bind their respective Party by executing this Agreement.
- 15. PARAGRAPH HEADINGS. All paragraph and subparagraph headings contained in this AGREEMENT are for convenience in reference only, and are not intended to define or limit the scope of any provision.
- **16. COUNTERPARTS.** This AGREEMENT may be executed in several counterparts, each of which shall be taken to be an original, and all collectively but one instrument.
- 17. MODIFICATION. This Agreement may not be altered, amended, or modified except by a written agreement which expressly states that it constitutes an amendment to this Agreement and which has been signed by duly authorized representatives of the parties.
- 18. SEVERABILITY. The provisions of this Agreement are severable and if any condition, covenant, or term is found to be invalid, unenforceable, or void by a court of competent jurisdiction, then the remainder of the Agreement shall remain in full force and effect and shall not in any way be affected, impaired, or invalidated unless the effect of holding such provision invalid, unenforceable, or void is to defeat the entire purpose of the Agreement.
- 19. ENTIRE AGREEMENT. Each Party acknowledges that no agreement, inducement, promise, or representation has been made by or on behalf of any party except as specifically set forth herein. Each Party acknowledges and agrees it has relied on its own judgment in entering into this Agreement.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement.

MANITOWOC COUNTY	CITY OF TWO RIVERS
By: Gerard Neuser	Ву:
Director, Public Works	
Date: 8/14/24	Date:
By: Assica Backus	Ву:
County Clerk	City Clerk

Date:	8/14/2024	Date:	
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