

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 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.

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.

10. RESERVATION OF RIGHTS. The failure of a Party to make any election under this 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.

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

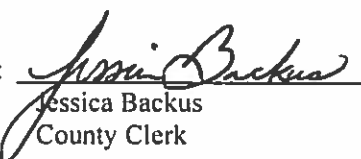
CITY OF TWO RIVERS

By: 
Gerard Neuser
Director, Public Works

By: _____

Date: 8/14/24

Date: _____

By: 
Jessica Backus
County Clerk

By: _____
City Clerk

Date: 8/14/2024

Date: _____