THE CITY OF
WATERTOWN
Opportunity runs through it.

Contract /Memorandum of Understanding (MOU) Coversheet

(Form shall be used for any documents that need Mayor's signature)

Other Party: Intergovernmental Agreement for Media Services

Approved Resolution Number: _____

The following procedure shall be done by the Department Head to respectfully request the signature of the mayor.

**** If the contract is with a Federal, State or County agency you may proceed with obtaining city signatures. All other contracts require the other party to sign before using this document. ****

1. **DEPARTMENT HEAD WHO IS REQUESTING AUTHORIZATION TO ENTER INTO THE CONTRACT/MOU AND WHO HAS CONFIRMED AVAILABLE FUNDING, STAFFING, AND PROPER BID PROCESSES WERE FOLLOWED:**

Lisa Famularo
Print Name

_____
Account #

_____
Amount

Lisa Famularo
Signature

7/21/2026
Date

2. **ROUTED TO FINANCE DIRECTOR** ☒

3. **FINANCE DIRECTOR ACKNOWLEDGES AWARENESS OF THE VENDOR AND CONTRACT/MOU AMOUNT, AND SERVICES BEING RENDERED:**

_____
Mark Stevens, Finance Director/Treasurer

Dated this _____ day of _____, 2026.

4. **ROUTED TO CITY ATTORNEY** ☐

5. **CITY ATTORNEY APPROVAL AS TO FORM AND EXECUTION:**

_____
Alexandra A. Panagopoulos, City Attorney

Dated this _____ day of _____, 2026.

6. **COMMITTEE APPROVAL** ☐ **OR N/A DUE TO PURCHASING POLICY LIMITS** ☐

7. **COUNCIL APPROVAL** ☐ **OR N/A DUE TO PURCHASING POLICY LIMITS** ☐

8. **ROUTED TO MAYOR** ☐

The Finance Director and City Attorney signature on this page indicate the document is ready to be signed by the mayor.

9. **MAYOR SIGNATURE** ☐

10. **ROUTED BACK TO DEPARTMENT HEAD** ☐

11. **DEPARTMENT HEAD SHALL:**

- **ROUTE EXECUTED DOCUMENTS TO OTHER PARTY**
  (If you are awaiting other party signatures, be sure to ask that a fully executed copy gets sent back to the city for our records.)
- **ROUTE AN EXECUTED COPY TO THE CITY CLERK**

Intergovernmental Agreement for Media Services

This Intergovernmental Agreement, hereinafter called "IGA" dated, February 13, 2026, is executed pursuant to Wis. Stat. Sec. 66.0301 by and between the City of Watertown, a Wisconsin municipal corporation, hereinafter called "Watertown," and Lake Mills, a Wisconsin municipal corporation, hereinafter called "Lake Mills," collectively referred to as the "Parties."

1. **Purpose**. This IGA establishes the terms under which Watertown, specifically the Watertown Media Productions Department, will provide media services to Lake Mills, including recording, production, and related support, for Lake Mills' public meetings on a temporary basis.
2. **Term**. This IGA shall be effective upon execution of the Parties hereto, and shall extend through April 1, 2026, unless otherwise terminated early pursuant to the provisions of this IGA.
3. **Responsibilities of Watertown.**
    - Watertown will provide the services for Lake Mills' public meetings as outlined in Exhibit A of this IGA.
    - All of Watertown's obligations stated in this section shall be subject to availability of personnel, determined in the sole discretion of Watertown. Availability shall not be withheld by Watertown unreasonably and Watertown will honor its obligations to Lake Mills under this IGA in good faith.
    - Watertown staff shall transfer all records related to Lake Mills' public meetings within 30 days of creation. Watertown will not maintain or store said records. Lake Mills shall remain the records custodian for all public records created for its meetings, in accordance with Wisconsin's Open Records Law.
4. **Responsibilities of Lake Mills.**
    - Lake Mills shall compensate Watertown for the expenses of providing personnel and materials for media services as set forth in Exhibit A, at a rate of $50.00 per hour for the first hour of each public meeting and $25.00 per hour for each subsequent hour.
    - Lake Mills shall provide Watertown staff with reasonable access to all Lake Mills' facilities, equipment, and personnel necessary to perform the services described in Exhibit A. This includes, but is not limited to, secure access to Lake Mills' network and related system, in a manner that ensures the integrity and safety of Watertown's network and equipment.
    - Lake Mills shall serve as the official records custodian under Wisconsin's Public Records Law for all records created under this IGA, including, but not limited to, all records related to Lake Mills' public meetings and any associated documentation.
    - Lake Mills shall cooperate in good faith to ensure the timely and efficient completion of all services under this IGA. In the event a public meeting is cancelled or a quorum is not expected, Lake Mills shall provide Watertown with notice as soon as reasonably practicable.

5. **Responsibility for Personnel.** Other than the fees set forth in Section 4 of this IGA, the Parties shall each retain responsibility for compensation of their own employees, contractors and agents. The Parties shall each retain responsibility for injuries to their respective employees, contractors and agents; and shall each maintain worker compensation insurance at a minimum of statutory requirements.
6. **Indemnification**. Each party shall be responsible for its own acts, errors, or omissions and for the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this IGA. In situations involving joint liability, each party shall only be responsible for such losses, claims and liabilities that are attributable to its own acts, errors, or omissions, or the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. §893.80 or any other protection available to the parties by law. This paragraph shall survive the termination or expiration of this IGA.
7. **Termination.** Either party may terminate this IGA with fourteen (14) days written notice for any reason.
8. **Dispute Resolution.** Should any dispute arise out of this IGA, the Parties will meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, will be paid for by each Party on an equal basis. If a mediated settlement is reached, no Party will be the prevailing party for the purposes of the resolution of the dispute. No Party will be permitted to file legal action without first meeting in medication and maintaining a good faith attempt to reach a mediation resolution. Each Party will bear their own attorney's fees, if any.
9. **Third Party Beneficiary**. This IGA including, but not limited to, indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create any benefit or liability to third parties.
10. **Relationship of the Parties.** It is understood that this is an IGA by and between independent contractor(s) and is not intended to, and will not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.
11. **Notices**. All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either Party to the other will be in writing and will be deemed given and served upon the Party if delivered personally or via U.S. mail, addressed as follows:

To Watertown:
City of Watertown
City Clerk
106 Jones Street
Watertown, WI 53094

With copies to:
City of Watertown
Media & Communications Director
106 Jones Street
Watertown, WI 53094
lfamularo@watertownwi.gov

To Lake Mills:
City of Lake Mills
200D Water Street
Lake Mills, WI 53551

12. **Assignment**. The Parties each agree that they will not, without the other Party's written consent, assign their rights pursuant to this IGA.
13. **Non-Waiver.** The failure of any Party to insist upon the strict performance of any of the terms, conditions or covenants in this IGA will not be deemed a waiver of any right or remedy that any Party may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.
14. **Authority**. The Parties each warrant and represent to the other that they have the full legal authority to enter into this IGA.
15. **Entire Agreement.** This IGA sets forth all the covenants, promises, agreements, conditions, and understandings between Watertown and Lake Mills. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties other than as herein set forth. No alteration, amendment, change, or addition to this IGA shall be binding upon the parties unless in writing and signed by both parties.
16. **Jurisdiction and Venue.** Any action at law or in equity brought under this IGA for the purpose of enforcing a right or rights provided for by this IGA will be tried in a court of competent jurisdiction in Jefferson County, Wisconsin, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.
17. **Paragraph Headings**. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.
18. **Limitation of Municipal Liability.** Nothing contained within this IGA is intended to be a waiver or estoppel of Watertown or its insurer, or Lake Mills or its insurer, to rely upon the

limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, Watertown or its insurer, and Lake Mills and its insured, shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

19. **Counterparts**. This IGA may be executed in two (2) or more counterparts, each of which is deemed to be an original.
20. **Severability.** If any term of this IGA is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this IGA without affecting the enforceability of the remainder of this IGA or substantially frustrating its purpose, it will be so severed, and the remainder of this IGA will remain in effect and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this IGA to be executed the day, and year first written above.

CITY OF WATERTOWN

BY: _____
Robert Stocks, Mayor

Approved as to Form and Execution:

_____
Alexandra Panagopoulos, City Attorney

CITY OF LAKE MILLS

BY: Drake Daily
Drake Daily, City Manager

Approved as to Form and Execution:

_____
Daniel Drescher, City Attorney

EXHIBIT A

SCOPE OF WORK

Schedule of Lake Mills Public Meetings to be staffed:

Common Council Meetings (1st and 3rd Tuesday of each month), 7pm	• January 20, 2026 • February 3, 2026 • February 17, 2026 • March 3, 2026 • March 17, 2026
Plan Commission Meetings (2nd Tuesday of each month), 7pm	• February 10, 2026 • March 10, 2026
Public Works Board Meetings (4th Tuesday of each month), 6:00pm	• January 27, 2026 • February 24, 2026 • March 24, 2026
*Additional meetings or special sessions may be added upon mutual agreement of the Parties and subject to availability.	

Watertown Media Productions shall provide the following media production services:

- Recording
  - Record all public meetings listed above utilizing Lake Mills' recording equipment.
  - Ensure audio and video quality is clear.
- Live Streaming
  - Stream all public meetings listed above to the Lake Mills YouTube Channel in real time.
  - Monitor stream quality and address technical issues promptly during the broadcast.
  - Cablecast to the Lake Mills Community & Government TV Channels.
  - Recordings to Granicus.
- Pre-Meeting Setup
  - Arrive at least 30 minutes before each public meeting for equipment setup and testing.
  - Verify connectivity to Lake Mills' network and ensure secure integration with streaming platforms.
- Provide on-site technical support during meetings for media-related issues.