

**INTERGOVERNMENTAL AGREEMENT AMONG THE TOWNS OF BERRY, BLUE  
MOUNDS, BRISTOL, SPRINGFIELD, SUN PRAIRIE AND WESTPORT RELATED TO  
SHARED SERVICES FOR ZONING AND PLANNING**

**WHEREAS**, the Towns of Berry, Blue Mounds, Bristol, Springfield, Sun Prairie and Westport (the “Towns”) have each determined to withdraw from Dane County zoning, exercising their authority under 2015 Wisconsin Act 178;

**WHEREAS**, the Towns have determined to work together on certain aspects of the administration and operation of zoning and planning, while preserving their right to determine all planning, land use and land development decisions for the Town;

**NOW THEREFORE, LET IT BE RESOLVED** that the parties do mutually agree as follows:

- 1. Purpose.** The parties find that it is in the interest of the residents of the Towns to share some administration and enforcement actions, while retaining local control over land use decisions and administration.
- 2. Authority.** This Amendment is entered into by the parties pursuant to sec. 66.0301, Wis. Stats.
- 3. Effective Date.** This Amendment shall commence on October 1, 2017 (“Effective Date”).
- 4. Term.** The initial term of this Amendment shall be 3 years. At the expiration of the initial term, this Amendment will automatically renew with the same terms and conditions for one (1) consecutive three (3) year term unless a party provides the other with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term. The initial term and renewal term, if any, shall collectively constitute the “Term” of this Amendment.
- 5. Definitions.** As used in this Agreement, the following terms have the meaning set forth here:
  - A. The “Contract” means the Professional Services Agreement between General Engineering Corporation of Portage, Wisconsin and each of the Towns, attached as Exhibit A, as amended from time to time.
  - B. The “Attorney” means the lawyer designated by the Towns to serve as legal counsel for the joint administration and enforcement matters described in this Agreement.
  - C. The “Engagement Letter” means the agreement for legal services executed between the Towns and an attorney or attorneys.
  - D. The “Collaborative” means the shared administrative and enforcement program created by this Agreement.

**6. Agreements For Benefit of Each Individual Town.** The Contract and the Engagement Letter is hereby incorporated by reference. The covenants, coverage guarantees and performance standards contained in the Contract and Amendment shall flow through to the benefit of the signatory towns.

**7. Town Responsibilities.** Each Town shall:

- A. Enter into and administer the Contracts.
- B. No later than September 29, 2017, deliver to Attorney Mark Hazelbaker an executed Notice to the County Clerk of Dane County informing the Clerk that the town has adopted an ordinance to withdraw from Dane County zoning, to be delivered to the Clerk on October 3, 2017 by Attorney Hazelbaker as part of the group of notices then being give
- C. Assure that the Contracts are implemented by the Town.
- D. Make payments for Services as required by this Agreement.

**8. Services Provided.** Pursuant to this Agreement, the Collaborative shall provide the following services to each town in support of their local zoning:

- a. Contract with a zoning administrator to provide enforcement of the zoning ordinance, review of zoning applications, and advice to each town concerning zoning matters and supervise the manner in which services.
- b. Engage an attorney to act as enforcement counsel for a town which wishes to pursue a possible zoning violation, or which requests enforcement advice. Provide supervision as to the administrative aspects of the attorney-client relationship.
- c. Engage a consultant to provide zoning mapping services, GIS data management, information support to the Collaborative and individual towns. The initial designated provider shall be the Capital Area Regional Planning Commission, subject to future re-designation.
- d. If requested by a town or towns, engage a land use planner to provide planning assistance and support to a town or towns.
- e. Oversee the general operation of shared services to the towns.
- f. Provide administrative support to the Board of Adjustment and Zoning Appeals appointed by the Towns.
- g. Establish a depository, a budget and keep books of account and records for the financial aspects of the Collaborative.

**9. Charges for Services.**

- a. Each town shall pay for all mapping, enforcement, planning, legal and administrative services provided to a specific town at the town's request.
- b. Services provided to the Collaborative shall be shared equally.
- c. Each town shall make timely payments to the vendors under respective contracts. The Collaborative shall make timely payments to the vendors.

**10. Oversight Board.** The Towns agree to manage and supervise the services provided pursuant to this Agreement through an Oversight Board. The Board shall consist of the Town Chairperson or their designee. Each Town shall have one vote. The Oversight Board shall have no power to compel any Town or group of Towns to adopt any land use or development policies. Its role shall be limited solely to coordinating services to the Towns.

**11. NO INDEMNITY.** All parties, each and for itself, shall be responsible for any injuries, claims or losses arising from or caused by the acts or omissions of it agents or employees acting within the scope of their employment or color of law, in accordance with Secs. 893.80 and 895.46(1), Wis. Stats.

**12. DISCLAIMER OF PARTNERSHIP OR JOINT VENTURE.** This Agreement concerns sharing of expenses and resources for implementation of town zoning by each Town. This Agreement does not create a partnership or joint venture of any kind as to the administration of zoning.

**13. GOOD FAITH COLLABORATION.** Each party hereto shall commence, carry on and complete its obligations under this Amendment with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Amendment and all applicable laws. Each party shall freely and openly share information with the other parties. If certain information is deemed proprietary or confidential, that information shall be shared with other parties and their experts, officials or consultants upon execution of suitable confidentiality and non-disclosure agreements.

**14. NO DELEGATION OF LEGISLATIVE AUTHORITY.** The Towns agree that no town has, by entering into this Collaboration, delegated any legislative authority to the Collaborative or the Board.

**15. ENTIRE AGREEMENT.** The entire agreement and understanding of the parties is contained and integrated herein and this Amendment supersedes any and all IGA's, oral agreements, negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Amendment shall not be modified by any fashion except in writing, executed by the parties.

**17. SEVERABILITY.** The various provisions of this Amendment are declared to be severable and the findings of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this Amendment and the same shall continue in effect unless modified by the parties.

**18. NO THIRD PARTY RIGHTS OR BENEFITS.** This Amendment is a binding agreement between the parties, and nothing herein creates any rights or benefits in any third person.

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Anthony Varda, Town Chair (Date) TOWN OF BERRY