

MEMORANDUM OF UNDERSTANDING
ACCESS TO TAX DELINQUENT PROPERTIES
TO INSPECT FOR ENVIRONMENTAL POLLUTION

Racine County (the “County”) and the Redevelopment Authority of the City of Racine (the “RDA”) (collectively, the “Parties”) enter this Memorandum of Understanding (“MOU”) for the purpose of more efficiently undertaking legal access to tax delinquent properties for the purpose of determining the scope of environmental pollution.

Background Information

Tax delinquent properties abound in the City of Racine. Such properties attract illicit activity that results in crime, stripping of salvage, deterioration of the structure, unhealthy and unsafe conditions and possible environmental contamination. Costs of managing such problems could be avoided or reduced and property tax revenues could be increased if tax delinquent properties were investigated and transferred to new ownership early in the cycle.

The RDA has statutory authority under Wisconsin Statute s. 66.1333 to prevent and eliminate blight, including blight caused by tax delinquent properties and environmental pollution. The RDA operates a program of environmental investigation, property acquisition and environmental cleanup and redevelopment to prevent and eliminate blight. However, the RDA lacks statutory authority to directly access tax delinquent properties.

The County has statutory authority under Wisconsin Statute s. 75.377 to access or allow its designee to access tax delinquent properties for which a tax certificate has been issued for purposes of inspection for environmental pollution. Currently, County committee and County Board approval are required for each instance of delegated access.

Both the County and the RDA need an efficient means to allow the RDA to legally access tax delinquent properties to inspect for environmental pollution. The current means of obtaining access under Wisconsin Statute s. 75.377 is inefficient, overly consumptive of County and RDA time, and too slow to accommodate most potential buyers. As a result, the opportunity to restore the property to productive use is lost and tax revenue is lower than it could be.

Joint Understandings of the Parties

The County and RDA will, by their resolutions, adopt standard procedures and approve template documents to allow a County department to provide the RDA with access to specified tax delinquent properties on a case by case basis upon receipt of the RDA’s request for access complete with the attachments required by the approved template documents.

Following adoption of the respective resolutions by the County and RDA, the access process will proceed in substantially the following manner:

Mechanics of Implementation:

- A. The RDA will send a letter to County Treasurer requesting access to a specific property, which shall be identified by street address and tax parcel number (the "Subject Property") (example 'template' request letter is attached as Exhibit A).
- B. The County Treasurer will verify that a tax certificate is issued and outstanding for the Subject Property.
- C. The County Treasurer will promptly inform the RDA if a tax certificate is not issued and outstanding for the Subject Property.
- D. The County Treasurer will send the County's response letter to the RDA granting access pursuant to the request subject to receipt of the required signed waiver forms and insurance certificates (example 'template' response letter attached as Exhibit B and example waiver attached as Exhibit C).
- E. The RDA and/or its agents and designees will access the Subject Property at their sole risk and expense, will perform and complete their investigation of the Subject Property, and the RDA will provide the County Treasurer with written notice when all access is complete and a summary of any investigation performed.

Liability Protections and Obligations:

The Parties intend that all reasonable risks of liability be covered by insurance provided by each contractor accessing the Subject Property, that required types of insurance policies name the County and RDA as additional insureds as evidenced by one or more insurance certificates, and that each individual entering the Subject Property under authority of the County's grant of access, whether directly as the County's designee or indirectly as a designee of the RDA, will sign a waiver of personal injury liability with respect to both Parties. In addition, the entire cost of the work done pursuant to any access granted by the County shall be the sole obligation of the RDA.

All contracts for work to be performed at the Subject Property shall include, at minimum, each of the contract clauses enumerated below.

1. Insurance. Prior to commencement of the Work, the RDA shall cause its contractors to provide to the RDA certificates of insurance signed by the insurer's representative evidencing that, at a minimum, the coverage required by this Agreement is in full effect for every contractor who will perform any of the Work for the duration of the Work. The certificates for Commercial General Liability coverage, Commercial Automobile Liability coverage and Contractor's Pollution Liability coverage must list the RDA and Racine County as additional named insureds. All insurance coverage required by this Agreement that is satisfied with a claims made policy shall be maintained in full force for the duration of the Work and 120 days thereafter, except that Contractor's Pollution Liability coverage shall remain in effect for 365 days following completion of the Work. Any Contractor that will not disturb or penetrate the soil at the Property or sample, containerize or move waste or hazardous material at or from the Property shall be required to provide the insurance coverages and liability limit amounts stated in subsections A, B, C and F below; otherwise, the insurance coverages and liability limit amounts stated in subsections A through F below shall apply to every Contractor that will perform the Work:

- A. Workers Compensation (statutory amount) and Employer's Liability (\$1,000,000).
- B. Commercial General Liability insurance of \$1,000,000 combined single limit Bodily Injury and Property Damage each occurrence. Extensions of coverage to include Contractual Liability, Broad Form Property Damage, Products/Completed Operations, Cross Liability. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse, or Underground).
- C. Commercial Automobile Liability insurance with minimum limits of \$1,000,000 per occurrence combined single limit of Bodily Injury and Property Damage coverage. Coverage shall extend to all owned, hired, or non-owned vehicles. In addition, coverage shall not contain any exclusion for pollution.
- D. Environmental Consultants Professional Liability with minimum limits of \$2,000,000 per claim. Policy shall not exclude claims involving pollution.
- E. Contractor's Pollution Liability with minimum limits of \$2,000,000.
- F. Excess Liability Coverage (Umbrella) with combined single limit of \$1,000,000.

2. Compliance with Laws. Contractor shall ensure that the Work is conducted in compliance with all applicable federal, state and local laws, ordinances, rules, orders or regulations. Following conclusion of the Work, Contractor shall prepare and deliver to the RDA and the County a brief draft report documenting the Work performed, the quantities of any wastes for hazardous substances found at or removed from the Property, and documentation of disposal of any materials or wastes removed from the Property.

3. Safety. During the performance of the Work, Contractor shall ensure the safety of persons on and off the Property with respect to any hazard resulting from the Work and also from exposure to wastes and contaminated materials at the Property and those removed from the Property.

4. Indemnification. Contractor shall indemnify, defend and hold harmless the RDA and the County and their officers, directors, employees and agents from and against any and all claims, damages, fines, penalties, losses and expenses, including without limitation attorney fees and costs, arising out of or resulting from (i) the negligent acts or omissions or willful misconduct of Contractor, its agents, representatives, contractors and subcontractors while performing the Work; (ii) the failure of Contractor, its agents, representatives, contractors or subcontractors to comply with any and all applicable federal, state or local laws, ordinances, rules, regulations or building and safety codes while performing the Work; and (iii) the injury or damage caused to any person or Property as a result of the Work.

5. Repair of Property. Contractor shall: (1) promptly repair and restore any damage to the Property caused by Contractor or any of the Contractor Parties, or (2) at the RDA's option, the RDA shall repair and restore such damage and Contractor shall promptly reimburse the RDA for the reasonable costs of such repairs and restoration.

6. Governing Law. This Agreement shall be interpreted and construed according to the laws of the State of Wisconsin.

7. Severability of Provisions. If any of the terms or conditions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the full extent permitted by law.

8. Binding Effect. The terms and conditions of this Agreement shall be binding upon and benefit the parties hereto and their respective successors and assigns.


9. Entire Agreement. This writing constitutes the entire agreement between the parties hereto, and all prior statements, letters of intent, representations and offers, if any, are hereby terminated. This Agreement may be modified or amended only by written instrument signed by both parties.

10. Attorneys' Fees. In the event of litigation arising out of this Agreement, each party shall be responsible for their own attorneys' fees.

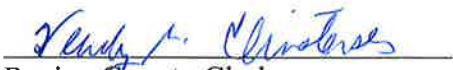
11. Email Signatures and Counterparts. Signatures transmitted via electronic mail shall be binding on the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall constitute an original but which altogether shall constitute one and the same instrument.

City of Racine:

Date: _____

Racine County:


Racine County Executive
Date: 7/29/19




Racine County Clerk
Date: 7/22/19

Date: 7-19-19
Certified to be correct as to form

By: 


Racine County Corporation Counsel

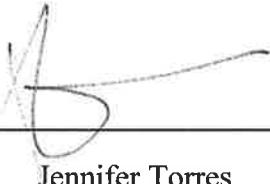


Racine County Finance Director
Date: 7/19/19

(Additional signatures to the MOU Regarding Access to Tax Delinquent Properties)

REDEVELOPMENT AUTHORITY OF THE CITY OF RACINE

BY:  _____ **Date:** 10-17-19
Matthew Sadowski _____ (print name)
Its: Interim Executive Director

BY:  _____ **Date:** 10-17-19
Jennifer Torres _____ (print name)
Its: Chair