

**INTERGOVERNMENTAL COOPERATION AGREEMENT
UNDER WIS. STATS. SEC. 66.0301
FOR SOLICITATION OF CHEMICAL QUOTATIONS**

This Intergovernmental Cooperation Agreement (“**Agreement**”) is entered into as of the the date appearing at the end of this Agreement (“**Effective Date**”), by and between the CITY OF APPLETON, Outagamie County, Wisconsin (“**Appleton**”) and the CITY OF NEENAH (“**Neenah**”), Winnebago County, Wisconsin, both of which are political subdivisions of the State of Wisconsin and are organized and existing pursuant to the Wisconsin Constitution, and enter into this Agreement under the authority granted in Wis. Stats. § 66.0301 for the purpose of soliciting quotations for the purchase of chemicals used by each city’s respective water utility. Appleton and Neenah, are each sometimes referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, the Parties wish to cooperate in the annual solicitation of quotes for the purchase of chemicals; and

WHEREAS, in an effort to reduce operating expenses where possible and thus save rate payers money, it is the intent and goal of the parties to obtain more favorable pricing by jointly soliciting quotes from chemical suppliers; and

WHEREAS, such Agreement may bind the Parties for the length of time herein specified;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

**ARTICLE I
AGREEMENT TERM AND ADMINISTRATION**

1.1 Agreement Term. The term of this Agreement (the “**Initial Term**”) shall begin on the Effective Date and end on December 31, 2017. Unless terminated by any Party pursuant to Section 3.1 of this Agreement, or modified in writing approved by all Parties hereto, this Agreement will automatically renew for successive one-year terms on the 1st day of January each year thereafter.

1.2 Agreement Administrators. The following individuals are hereby designated as the official Agreement Administrator for the Party identified. These individuals shall be authorized to make decisions regarding the solicitation of quotes and may accept service of any official notice required under this Agreement or any amendment, addendum, or exhibit thereto.

Water Treatment Manager, City of Neenah
Director of Utilities, City of Appleton.

Any Party may replace an Agreement Administrator upon written notice to the other.

ARTICLE II SOLICITATION OF QUOTES

2.1 Preparation of Request for Quotes. Appleton shall prepare the annual request for quotes subject to input, review and approval by Neenah prior to the same being published or made available to vendors in any other fashion.

2.2 Limited Scope. The Parties agree the scope of this Agreement shall be limited to the solicitation of quotes. Subsequent to receiving submitted quotes, each party shall have independent authority regarding its individual chemical purchases. Neither party may obligate the other. Additionally, neither party shall be obligated to the other regarding purchasing decisions, purchase contracts or any other obligations of the other Party's purchases subsequent to the submission of vendor's quotes.

ARTICLE III TERMINATION OF AGREEMENT

3.1 Termination by Either Party. Either party may terminate this agreement by notifying the other party in writing of its intent to terminate the Agreement. The notice of termination must be provided to the other party prior to the first day of July.

ARTICLE IV STATEMENT OF COMMITMENT; DISPUTE RESOLUTION

4.1 The Parties acknowledge and agree that they shall endeavor to resolve any and all issues that may arise under this Agreement in good faith and in a spirit of cooperation consistent with the intent of this Agreement.

4.2 In case any dispute regarding the validity, operation, enforcement, breach, or interpretation of this Agreement may arise which cannot be resolved by mutual consent of the Parties, then the Parties shall, in good faith, attempt to mediate any dispute arising out of or in connection with this Agreement with a mediator selected by and agreed upon by the Parties.

ARTICLE V MISCELLANEOUS

5.1 No Assignment. No Party to this Agreement may assign its interest in this Agreement to any other entity or individual.

5.2 Entire Agreement; Rules of Construction. The Parties acknowledge and agree that this Agreement, including the recitals which are incorporated into and made a part of this Agreement, expresses the entire agreement between the Parties as to the subject matter of this Agreement, and that this Agreement replaces and supersedes any prior negotiations and

agreements, written or oral. The Parties further acknowledge and agree that each Party has been adequately and fully represented in connection with the negotiation and execution of this Agreement, and that, accordingly, rules of interpretation that signify that an agreement shall be construed against the drafter shall not apply.

5.3 Captions. The captions or headings in this Agreement are for convenience and in no way define, limit, or describe the scope or intent of the provisions of this Agreement

5.4 Governing Law. The laws of the State of Wisconsin shall govern the interpretation and enforcement of this Agreement. Venue over any action brought under this Agreement will lie in the Circuit Court for Outagamie County.

5.5 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures were on the same instrument.

5.6 No Third-party Beneficiaries. This Agreement is entered into for the sole and exclusive benefit of the Parties. No third party (including, without limitation, any employees of the Parties) shall have, obtain, or derive from this Agreement any rights or other benefits or interests, under law, in equity, or otherwise.

5.7 No Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the Parties.

5.8 Exculpatory Provision. The Parties expressly acknowledge and agree that, anything herein to the contrary notwithstanding, that no officer, director, employee, agent, or official (elected or appointed) of any Party shall have any personal liability or obligation arising out of this Agreement, and no Party shall make any claim to the contrary.

5.9 No Waiver. No failure to exercise, and no delay in exercising, any right, power, or remedy under this Agreement on the part of any Party shall operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term, or condition contained in this Agreement shall not be construed as a waiver of any, subsequent breach of the same covenant, term, or condition.

5.10 Severability. The terms of this Agreement are severable and any determination by any court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

5.11 Indemnification. Each Party retains for itself all legal responsibility for any injuries, claims, or losses arising from or caused by the acts or omissions of its agents or employees acting within the scope of their employment. Nothing in this Agreement shall be

construed as an assumption or indemnification by one Party of any legal liability of the other Party. The obligations of the Parties under this provision shall be subject to the limitations set forth in Wis. Stat. § 893.80 and Wis. Stat. § 895.46, and shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the _____ day of November, 2016.

CITY OF APPLETON

Witness: _____
Printed Name: _____

By: _____
Timothy M. Hanna, Mayor

Witness: _____
Printed Name: _____

By: _____
Kami Lynch, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

Anthony D. Saucerman, Finance Director

James P. Walsh, City Attorney

CITY OF NEENAH

Witness: _____
Printed Name: _____

By: _____
Dean R. Kaufert, Mayor

Witness: _____
Printed Name: _____

By: _____
Patty A. Sturn, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

Michael Easker, Finance Director

James Godlewski, City Attorney

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