

**INTERGOVERNMENTAL COOPERATION AGREEMENT
IMPARTIAL HEARING OFFICERS**

This Intergovernmental cooperation Agreement is made pursuant to Section 66.0301, Wisconsin Statutes by and between the Cities of Appleton, Menasha, Neenah, Oshkosh, and Fond du Lac, Wisconsin (the Cities).

WHEREAS, the Cities have reviewed the requirements of §66.0509 (1m), Wisconsin Statutes, as created by 2011 Wisconsin Act 10 which mandates that grievances regarding discipline, terminations and workplace safety issues must be heard before an impartial hearing officer.

WHEREAS, the Cities have investigated the costs involved in hiring outside counsel to conduct these hearings, and determined that there exists an opportunity for the Cities to reduce costs and operate more efficiently; and

WHEREAS, the Cities have determined there would be a mutual benefit to all entities if they were to enter into this Agreement; and

NOW, THEREFORE, BE IT RESOLVED that the Cities mutually agree on the terms and conditions of an Intergovernmental Agreement for use of personnel to serve as impartial hearing officers, as follows:

FOR GOOD AND VALUABLE CONSIDERATION, including the mutual covenants contained herein, the Cities hereby enter into the following agreement pursuant to Section 66.0301, Wisconsin Statutes:

1. **INTENT.** The intent of this Agreement is to set forth the responsibility of the parties for the exchange of the services of the attorneys in the Cities' legal departments to serve as impartial hearing officers for personnel grievances as required by §66.0509 (1m).
2. **SERVICES.** That any City that is party to this Agreement shall from time to time be in need of impartial hearing officers to comply with the statutes, and each City that is a party to this agreement shall be able to contact the in-house legal department of any other City to request the services of an attorney for said hearings and request such services (the "Requesting City"). The City receiving the request ("Responding City") will endeavor to provide assistance but may refuse the request if for any reason if it is not able to provide the assistance as requested. The Requesting City shall be responsible for paying all costs associated with the hearing.
3. **FEES.** No fees shall be charged for the services of the attorneys employed by the participating Cities. The Requesting City shall be responsible for the reasonable out-of-pocket travel costs, including mileage at the IRS rate, for the attorney from the Responding City. The Responding City shall be responsible for paying the wages of and covering workers compensation claims of its attorney responding to the request for aid under this agreement.
4. **INDEMNIFICATION.** The Cities agree to mutually indemnify, defend and hold harmless each other and their officers, officials, employees and agents from and

against any and all liability, loss, damage expense, costs (including attorney fees arising out of this agreement), caused in whole or in part by any negligent act or omission of any of them, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the Cities.

5. CLAIMS ARISING FROM THE HEARING. For purposes claims subject to Wis. Stat. § 893.80, personnel from the Responding City, while acting in response to a request for assistance under this agreement, shall be deemed employees of the Requesting City.
6. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
7. MODIFICATION. This Agreement may be amended or modified only by written instrument duly executed by the parties.
8. NOTICES. Any notice required hereunder shall be given in writing signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested to the parties' respective addresses as set forth below.

City of Appleton
ATTN: City Clerk
100 North Appleton Street
Appleton WI 54911

City of Menasha
ATTN: City Clerk
140 Main Street
Menasha WI 54952

City of Neenah
ATTN: City Clerk
211 Walnut Street

Neenah WI 54956

City of Oshkosh
ATTN: City Clerk
215 Church Avenue
P.O. Box 1130
Oshkosh WI 54903

City of Fond du Lac
ATTN: City Clerk
160 South Macy Street
P. O. Box 150
Fond du Lac WI 54936

9. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which shall be deemed an original.
10. BENEFIT, BINDING EFFECT. This agreement shall inure to the benefit of and be binding upon the parties hereto, provided, however, that a party's interest in this Agreement may not be assigned or transferred voluntarily, involuntarily or by operation of law without the prior written consent of the other party.
11. TERM. This Agreement shall remain in full effect until terminated by mutual agreement of the parties.

Dated this _____ day of _____, 2011.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF APPLETON

By: _____

CITY OF MENASHA

By: _____

CITY OF NEENAH

By: _____

CITY OF OSHKOSH

By: _____

CITY OF FOND DU LAC

By: _____

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