



**MINUTES**  
**COMMITTEE #1**  
**REVENUES, DISBURSEMENTS, WATER AND WASTEWATER**  
**May 3, 2022**

**Committee #1 - Revenues, Disbursements, Water and Wastewater met on Tuesday, May 3, 2022 at 9:00 am in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.**

Committee Members present: Rob Kiefer, John Monarski, and Paul Nadreau.

Mayor/Other Council Members present: Mayor Hoffman

Others present: Finance Manager/Treasurer Lynne Bauer, Police Chief Matt Kelm, Parks, Recreation, and Forestry Director John Jimenez, Utility Office Manager Connie Freagon, Chippewa County IT Director Andy Bauer, and City Clerk Bridget Givens.

Call to Order: 9:00 am

**1. Discuss Intergovernmental Agreement between the City of Chippewa Falls and Chippewa County regarding IT services. Possible recommendations to the Council.**

Utility Officer Manager Freagon advised that the agreement for IT services between the City and Chippewa County is up for renewal. This has historically been a three-year contract with a 5% annual increase in technical support. The County is requesting the same annual increase for the next three-year agreement.

It was noted that several amendments to the agreement have been made since the original agreement was signed in 2006. The County's Corporation Counsel is planning to update the agreement language and resubmit to the City. In the meantime, as the County starts their budget process earlier, they need to ensure the technical support rate increase is approved. The revised agreement will be brought back to the Committee at a future meeting.

**Motion by Kiefer/Monarski** to recommend Council approve a 5% annual increase in technical support services over the course of the three-year agreement with Chippewa County with a finalized agreement being brought back to the Committee in the future. **All present voting aye, motion carried.**

Freagon further advised the Committee that Windows 10 will be at its end of life in 2025, and the City will need to replace all PCs that cannot support Windows 11. Planning efforts will need to begin as roughly 86 PCs may have to be replaced.

It was also noted that the server for the City's cameras will be up for replacement. The City will have the option of paying for the servers upfront or paying the County over a five-year schedule.

**2. Discuss Parks & Recreation Department grant applications for improvements to Flag Hill in Irvine Park. Possible recommendations to the Council.**

Parks, Recreation, and Forestry Director Jimenez advised the Committee that the first phase of Flag Hill is substantially complete. The proposed second phase will include an accessible playground, parking lot, trail work, and rebuilding the staircase to the lower level of the park.

Following discussion with Ayres, Jimenez was made aware of two DNR matching grants for which the City could qualify. It was thought that the City could cover a significant amount of the matching funds through current donations and the Thorpe Foundation. This would leave a shortfall of roughly \$200,000 - \$250,000 which Jimenez thought could be reached through fundraising. It was noted that the City is not liable if unable to raise the matching funds.

**Motion by Monarski/Nadreau** to recommend Council approve the submission of grant applications for improvements to Flag Hill in Irvine Park after review by City Attorney Ferg. **All present voting aye, motion carried.**

**3. Discuss Referendum Planning Agreement between the City of Chippewa Falls and Cooperative Educational Services Agency 10 (CESA 10). Possible recommendations to the Council.**

**Motion by Monarski** to approve the Referendum Planning Agreement between the City of Chippewa Falls and Cooperative Educational Services Agency 10 (CESA 10) in an amount not to exceed \$10,000 with funding to come from omitted budget funds. **Motion died for lack of a second.**

Discussion ensued relative to additional costs outside of CESA's labor including items such as printing and postage.

**Motion by Kiefer/Monarski** to recommend Council approve the Referendum Planning Agreement between the City of Chippewa Falls and Cooperative Educational Services Agency 10 (CESA 10) in an amount not to exceed \$10,000 with funding to come from omitted budget funds. **All present voting aye, motion carried.**

**4. Adjournment**

**Motion by Kiefer/Monarski** to adjourn at 9:31 am. **All present voting aye, motion carried.**

Minutes submitted by,  
Lynne Bauer, Finance Manager/Treasurer

The City and Chippewa County entered into the first Intergovernmental Agreement for IT Services in 2006. The current three year agreement expires in 2019.

The agreement includes technical support, hardware and maintenance costs.

An annual review of hardware and maintenance costs was completed for 2020 determining a decrease of \$276.59 due to consolidation and efficiencies in operation. 2019 (\$20,052.09) 2020 (\$19,775.50)

The technical support will increase 5% each year of the upcoming three year contract.

2019 (\$38,588.00) 2020 (\$40,517.00) 2021 (\$42,543.00) 2022 (\$44,670.00)

Overall increase in 2020 - \$1,652.41

This total cost is split with the Utilities paying 15% of the total.

Amendment to INTERGOVERNMENTAL AGREEMENT BETWEEN CHIPPEWA COUNTY AND CITY OF  
CHIPPEWA FALLS PURSUANT TO SECTION 66.0301, WISCONSIN STATUTES

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**Explanation:** Per the amendment to the Intergovernmental agreement between Chippewa County and City of Chippewa Falls pursuant to section 66.0301 of the Wisconsin Statutes signed and dated 08/21/2013, the Executive Overview states that technical support will be evaluated every 3 years. After completing that evaluation, it was determined that the 2020 annual charge for technical support will increase to \$40,517.00. In addition, there will be a 5% increase on that amount for both 2021 (\$42,543) & 2022(\$44,670). These charges will cover all support needs and will be evaluated every 3 years. The table below shows the detail of charges for the period of January 1, 2020 through December 31, 2020.

Going forward an annual review of hardware and maintenance costs will be completed by the Chippewa County IT Director and City of Chippewa Falls Data Processing Manager. All future hardware purchased or replaced should be in the best interest of both parties. This annual review will determine useful life of existing hardware and technology needs based on current and future projects, and best practices in data center technology. The outcome of the annual review will determine the exact hardware and maintenance costs for the following year. As stated in the Executive Overview, the City of Chippewa will only be charged for the specific hardware and maintenance that they use.

This Agreement will automatically renew each year on January 1st. Either party may terminate the Agreement with or without cause with written notice to the other party last least 180 days prior to the renewal date. All notices must be provided in writing.

**Amendment to INTERGOVERNMENTAL AGREEMENT BETWEEN CHIPPEWA COUNTY AND CITY OF  
CHIPPEWA FALLS PURSUANT TO SECTION 66.0301, WISCONSIN STATUTES**

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**Amendment to INTERGOVERNMENTAL AGREEMENT BETWEEN CHIPPEWA COUNTY AND CITY OF CHIPPEWA  
FALLS PURSUANT TO SECTION 66.0301, WISCONSIN STATUTES**

Nimble	\$98,354.00	\$0.00	
Storage Area Network (4 nodes)	\$50,520.00	\$0.00	
Annual Tech Support; includes all server/backup/SAN/tickets			\$40,517.00
Rack space in data center (\$100 per rack/month)			\$1,200.00
Internet Service		\$8,700.00	
Veeam backup software	\$9,000.00	\$2,680.00	
HPE backup server	\$18,704.00	\$0.00	
Cisco Backup server	\$12,031.73	\$0.00	
HPE Tape driver backup unit	\$8,276.00	\$0.00	
Wireless Controllers and Prime mgt		\$7,606.71	
Top of Rack Switches (12)		\$8,727.65	
Phone controllers	\$10,360.00		
VMWare Host 1	\$15,776.62	\$0.00	
VMWare Host 2	\$10,183.00	\$0.00	
VMWare Host 3	\$10,183.00	\$0.00	
VMWare Host 4	\$13,500.00	\$0.00	
MS Datacenter Licensing (software Assurance)		\$6,977.28	
VSphere Enterprise Licensing (maintenance)		\$5,400.72	
Vcenter Licensing (maintenance)		\$1,407.45	
<b>Totals</b>	<b>\$256,888.35</b>	<b>\$41,499.81</b>	<b>\$41,717.00</b>
City cost (20% of actual over a 5 yr period):	\$10,275.53		
20 % annual shared costs		\$8,299.96	
Annual City only cost			\$41,717.00
Total annual cost to city	\$60,292.50		
<i>NOTE: 5% increase in 2020 (\$40,517) &amp; 2021 (\$42,543) &amp; 2022 (\$44,670)</i>			

IN WITNESS WHEREOF, the City and the County certify that this Amendment to the Intergovernmental Agreement has been duly approved by their respective governing bodies and those governing bodies have authorized their officers below to execute this Agreement on behalf of the respective municipalities.

THE CITY OF CHIPPEWA FALLS  
A Wisconsin Municipal Corporation


By: Gregory Hoffman  
Greg Hoffman, Mayor


Date: 4/30/2020

CHIPPEWA COUNTY  
A Wisconsin Municipal Corporation

Amendment to INTERGOVERNMENTAL AGREEMENT BETWEEN CHIPPEWA COUNTY AND CITY OF  
CHIPPEWA FALLS PURSUANT TO SECTION 66.0301, WISCONSIN STATUTES

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By:   
Randy Scholz, County Administrator  
Date: 7.29.20

By:   
Andrew Bauer, Information Technology Director  
Date: 6/30/20

**Amendment to INTERGOVERNMENTAL AGREEMENT BETWEEN CHIPPEWA COUNTY AND CITY OF  
CHIPPEWA FALLS PURSUANT TO SECTION 66.0301, WISCONSIN STATUTES**

**Explanation:** Per the amendment to the Intergovernmental agreement between Chippewa County and City of Chippewa Falls pursuant to section 66.0301 of the Wisconsin Statutes signed and dated 08/21/2013, the Executive Overview states that technical support will be evaluated every 3 years.

After completing that evaluation, it was determined that the 2017 annual charge for technical support will increase to \$35,000. In addition, there will be a 5% increase on that amount for both 2018 (\$36,750) & 2019 (\$38,588). These charges will cover all support needs and will be evaluated every 3 years. The table below shows the detail of charges for the period of January 01, 2017 through December 31, 2019 for technical support charges.

Going forward an annual review of hardware and maintenance costs will be completed. All future hardware purchased or replaced should be in the best interest of both parties. This annual review will determine useful life of existing hardware and technology, needs based on current and future projects, and best practices in data center technology. The outcome of the annual review will determine the exact hardware and maintenance costs for the following year. As stated in the Executive Overview, the City of Chippewa will only be charged for the specific hardware and maintenance that they use.

Amendment to INTERGOVERNMENTAL AGREEMENT BETWEEN CHIPPEWA COUNTY AND CITY OF CHIPPEWA FALLS PURSUANT TO SECTION 66.0301, WISCONSIN STATUTES			
3	Description	Costs	Annual Costs
4	Storage Area Network (6 nodes)	\$92,340.00	\$0.00
5	Storage Area Network (4 nodes)	\$50,520.00	\$0.00
6	Storage Area Network (2 nodes)	\$19,370.00	\$500.00
7	Internet Service		\$8,700.00
8	Unitrends Backup 1	\$23,880.00	\$2,824.00
9	Unitrends Backup 2	\$23,880.00	\$2,824.00
10	Unitrends Archive	\$9,800.00	\$950.00
11	Wireless Controllers (2)		\$2,666.40
12	Top of Rack Switches (4)		\$1,795.20
13	Call accounting		\$733.00
14	NuPoint		\$1,166.00
15	Phone controllers	\$6,237.00	\$6,157.00
16	VMWare Host 1	\$15,776.62	\$0.00
17	VMWare Host 2	\$10,183.00	\$0.00
18	VMWare Host 3	\$10,183.00	\$0.00
19	MS Datacenter Licensing	\$6,244.00	\$3,122.00
20	VSPHERE Enterprise Licensing	\$19,176.00	\$5,300.00
21	Vcenter Licensing	\$3,210.00	\$1,149.00
22	Totals	\$290,799.62	\$37,886.60
23	City cost (20% of actual over a 5 yr period):	\$11,631.98	
24	20 % annual maintenance cost	\$7,577.32	
25	Annual Tech Support; Includes all server/backup/SAN/tickets	\$35,000.00	
26	<b>NOTE: 5% Increase in 2018 (\$36,750) &amp; 2019 (\$38,588)</b>		
27	Rack space in data center (\$100 per rack/month)	\$1,200.00	
28	Total annual cost to city	\$55,409.30	

Amendment to INTERGOVERNMENTAL AGREEMENT BETWEEN CHIPPEWA COUNTY AND CITY OF  
CHIPPEWA FALLS PURSUANT TO SECTION 66.0301, WISCONSIN STATUTES

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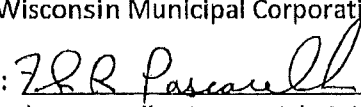
IN WITNESS WHEREOF, the City and the County certify that this Amendment to the Intergovernmental Agreement has been duly approved by their respective governing bodies and those governing bodies have authorized their officers below to execute this Agreement on behalf of the respective municipalities.

THE CITY OF CHIPPEWA FALLS  
A Wisconsin Municipal Corporation

By:   
Greg Hoffman, Mayor

Date: DEC 27 2016

CHIPPEWA COUNTY  
A Wisconsin Municipal Corporation

By:   
Frank Pascarella, County Administrator

Date: 12/12/16

By:   
Christine Haun, Information Technology Director

Date: 12/13/16



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
CHIPPEWA COUNTY AND CITY OF CHIPPEWA FALLS  
PURSUANT TO SECTION 66.0301, WISCONSIN  
STATUTES**

**CHIPPEWA COUNTY**, a Wisconsin municipal corporation with offices at 711 North Bridge Street, Chippewa Falls, Wisconsin 54729 (hereinafter "**County**"), and the **CITY OF CHIPPEWA FALLS**, a Wisconsin municipal corporation with offices at 30 West Central Street, Chippewa Falls, Wisconsin 54729 (hereinafter "**City**"), enter into this Intergovernmental Agreement, hereinafter "**Agreement**", under authority of Section 66.0301, Wisconsin Statutes.

**WHEREAS**, Section 66.0301, Wisconsin Statutes, authorizes municipalities to cooperate with each other for the receipt or furnishing of services; and

**WHEREAS**, the County and City desire to enter into an agreement whereby the County Information Technology (IT) Department would provide IT services and support to the City; and

**WHEREAS**, it is the intention of the City and the County that this Agreement be an enforceable contract and has been approved by the City Council and the County Board of Supervisors.

**WITNESSETH:**

The City of Chippewa Falls and Chippewa County enter into this Agreement under authority of Section 66.0301, Wisconsin Statutes, with terms and conditions as set forth below:

**SECTION 1. PARTICIPATING MUNICIPALITIES**

This Agreement applies to the City of Chippewa Falls and Chippewa County whose offices are located in Chippewa Falls, Wisconsin.

**SECTION 2. CONTACT PERSONS**

The following persons and their assignees are authorized to act on behalf of their respective municipalities in furtherance of this Agreement: For the City of Chippewa Falls: Connie Freagon, Utility Office Manager and Greg Hoffman, City Mayor. For Chippewa County, Frank Pascarella, County Administrator and Christine Haun, Information Technology Director.

**SECTION 3. TERM OF AGREEMENT**

The initial term of this Agreement shall be from January 1, 2013 to December 31, 2014, and may be renewed for 2-year terms thereafter.

#### **SECTION 4. PAYMENT FOR SERVICES**

The City agrees to pay the County for services provided based on hours of service provided at the hourly rate of \$75 (Seventy Five Dollars), but not to exceed \$30,000 (Thirty Thousand Dollars) per annum. The County shall submit invoices to the City for services provided on a quarterly basis and the City shall remit full payment to the County within 30 days of submission of those invoices.

#### **SECTION 5. EMPLOYEES OF THE COUNTY**

At all times in furtherance of this Agreement, the County Information Technology Department employees providing IT services to the City shall be considered employees of the County for purposes of wages, benefits, workers compensation, disability compensation, and unemployment compensation. It is understood and agreed by the parties to this Agreement that County IT work and commitments of the County IT Department will at all times take precedence to the provision of City IT work by County employees pursuant to this Agreement. Whenever possible, County employees will provide all services to the City during normal County Courthouse hours of operation.

#### **SECTION 6. RESPONSIBILITIES OF CITY OF CHIPPEWA FALLS**

The City shall provide full access to the City IT system to County employees providing IT services to the City when deemed necessary by the County IT staff person for purposes of providing IT services.

#### **SECTION 7. RESPONSIBILITIES OF CHIPPEWA COUNTY**

Chippewa County shall comply with the following conditions:

1. County employees providing IT services to the City will honor all proprietary agreements that the City has negotiated with its software and hardware providers.
2. County employees providing IT services to the City will respect the confidentiality and integrity of all City computer files and will not delete any items without the express written consent of the IT Liaison or the department head responsible as custodian of such files.
3. County employees providing IT services to the City shall not take any City files off premises without the consent of the end user of those files.
4. County employees providing IT services to the City shall not copy City files to the County IT system, unless approved in writing in advance by the department head responsible as custodian of such files or the City IT liaison.
5. County employees providing IT services to the City shall not order any repairs to the City IT system that are in excess of \$100.
6. County employees providing IT services to the City shall maintain a log of all work provided to the City including time spent and work completed for billing and auditing purposes.

## **SECTION 8. RENEWAL, TERMINATION AND REQUIRED NOTICES**

This Agreement may be renewed for 2-year periods.

## **SECTION 9. GOVERNING LAW AND JURISDICTION**

Any disputes arising under this Agreement or issues of interpretation shall be governed by the laws of the State of Wisconsin and shall be heard in the Chippewa County Circuit Court.

## **SECTION 9. INDEMNIFICATION**

Chippewa County agrees to fully indemnify and hold harmless the City of Chippewa Falls from and against all claims, actions, judgments, costs, and expenses arising out of damages to a third person or their property caused by the negligence or actions of Chippewa County, their agents or employees, in the performance of this agreement. In addition, the City of Chippewa Falls agrees to fully indemnify and hold harmless Chippewa County from and against all claims, actions, judgments, costs, and expenses arising out of damages to a third person or their property caused by the negligence or actions of the City of Chippewa Falls, their agents or employees in the performance of this agreement.

In the event of any action or claim that may involve the County or the City, each party agrees to notify the other of such action within 10 days of their receipt of the notice or knowledge of the same.

## **SECTION 10. MISCELLANEOUS INTERPRETATION**

**10.01 Section Titles.** Section and subsection titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.

**10.02 Interpretation.** If any term, section or other portion of this Agreement is reviewed by a court, such court shall interpret this Agreement as having been jointly drafted by the City and the County.

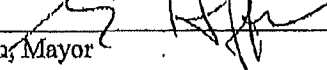
**10.03 Entire Agreement.** The entire Agreement of the City and the County is contained in this Agreement and it supercedes any and all oral representations and negotiations between the municipalities.

**10.04 Amendments.** Any amendments to this Agreement shall be in writing and approved and signed by the signatories to this Agreement.

**IN WITNESS WHEREOF,** the City and the County certify that this Agreement has been duly approved by their respective governing bodies and those governing bodies

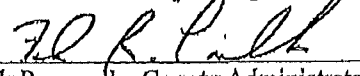
have authorized their officers below to execute this Agreement on behalf of the respective municipalities.

THE CITY OF CHIPPEWA FALLS  
A Wisconsin Municipal Corporation

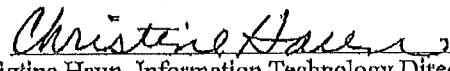
By:   
Greg Hoffman, Mayor

Date: 1/17/13

CHIPPEWA COUNTY  
A Wisconsin Municipal Corporation

By:   
Frank Pascarella, County Administrator

Date: 11/6/12

By:   
Christine Haun, Information Technology Director

Date: 11/19/12

## **Executive Overview**

Chippewa County Information Technology is responsible for maintaining and expanding the County technology infrastructure, including maintenance and operation of technology systems, applications, databases, computing hardware and software, web application development, telephones, voice mail, cellular/smart phones, as well as delivery of new and enhanced technologies and providing end user training and support. Information Technology seeks to work in conjunction with the City of Chippewa Falls to maximize the value of IT investments and to support the most effective and efficient delivery of services for both entities.

## **Overview of Services**

Chippewa County Information Technology Division will manage the City of Chippewa Falls Information Technology services. The proposed plan will address the projected expenses necessary to sustain the current levels of service and the overall charges to continually maintain those services. What is common in both entities is the desire to seek ways in which to lower the cost of service while continuing to meet the requested service levels. The plan will also encompass building reserve funds that are impacted by capital projects that fluctuate in size from year to year, but are necessary in order to maintain the service levels required. These fluctuations in the annual expenses can result in annual increases and decreases in the charges for service to the City of Chippewa Falls. It is recommended that 5-year revenue projections be developed in conjunction with both entities to show charges designed to minimize the fluctuations and maintain adequate working capital overall.

## **Administrative Functions/Goals:**

- Budget/Cost allocation
- Systems design: infrastructure, capacity, & security
- Implementation/Systems Integration planning
- High Availability & Replication
- Disaster/Recovery Preparation & Planning
- Strategic Planning
- Technology convergence planning
- Setting technology related organizational standards
- Centralized technology procurement of hardware/software/services
- End-user training: applications & devices
- Backroom operations: data/application backup, printing, application processing, electronic data transmissions.
- Internet/Intranet
- Desktop Anti-Virus protection
- Wireless network connectivity
- Manage security: firewalls, VPN, Manage Active Directory
- Desktop application support: Microsoft Office, Adobe, Winzip, etc.
- Manage shared network storage resource

Amendment to INTERGOVERNMENTAL AGREEMENT BETWEEN CHIPPEWA COUNTY AND CITY OF  
CHIPPEWA FALLS PURSUANT TO SECTION 66.0301, WISCONSIN STATUTES

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### **Support**

- Desktop support: PC/Laptops/tablets, printers, etc.
- Server support
- Application support
- Communications: wired, point-to-point, Wi-Fi & WiMax
- Infrastructure monitoring: status & performance
- AS400 (does not include HW/SW support with IBM)
- Help desk

### **Business Objectives**

- Provide vision, leadership and direction for evaluating and reevaluating current and emerging technologies and implementing cost-effective solutions.
- Enhance services to the City of Chippewa Falls through the appropriate and proactive use of technology.
- Provide a reliable infrastructure/network to effectively and efficiently use technologies.
- Provide timely and efficient technical support to all departments.
- Provide value to departments by assisting them in operation improvements, through an understanding of their business processes and needs and managing the implementation of technology solutions to meet those needs.
- Provide comprehensive project management services for implementing technology solutions, including procurement, contract negotiations, professional services, and software integration.
- To provide technology solutions that meet overall City/County objectives.

### **Chippewa County Chargeback Details**

#### **Administration / Operations & Maintenance:**

- Charges based on 20% of system usage over a five year period. This includes backup units, storage area networks, virtual environment and licensing/support used on these systems.

#### **Network/PC/Laptop/Tablet/Printer Support:**

- Work done for the City of Chippewa Falls is covered under the \$30,000 annual charge. This covers all support needs and will be evaluated every 3 years.

#### **Future Projects/Solutions**

- The majority of capital charges are based on % of system usage averaged over a 5 year period. The City will only be charged for the specific hardware/software it is using at the agreed upon 20 percentage.

Amendment to INTERGOVERNMENTAL AGREEMENT BETWEEN CHIPPEWA COUNTY AND CITY OF  
CHIPPEWA FALLS PURSUANT TO SECTION 66.0301, WISCONSIN STATUTES

Description	Code	Annual Costs	Vendor
Storage Area Network 1		\$32,000.00	\$500.00 CDWG
Storage Area Network 2		\$25,924.00	\$500.00 RMM
Storage Area Network 3		\$23,895.00	\$500.00 Corp Tech
Storage Area Network 4		\$22,491.00	\$500.00 DIRECT TECH
Storage Area Network 5		\$19,720.00	\$500.00 DIRECT TECH
Storage Area Network 6		\$19,370.00	\$500.00 DIRECT TECH
Wisnet - Internet Service			\$7,100.00 Wisnet
Unltrends Backup 1		\$23,880.00	\$2,814.00 CPSI
Unltrends Backup 2		\$23,880.00	\$2,814.00 RMM
Unltrends Archive		\$9,800.00	\$359.00 RMM
Unified Computing System 1		\$10,000.00	\$454.00 RMM
Unified Computing System 2		\$10,154.00	\$454.00 RMM
Unified Computing System 3		\$7,250.00	\$405.00 CDWG
Unified Computing System 4		\$9,900.00	\$405.00 CDWG
MS Datacenter Licensing		\$6,244.00	\$3,122.00 SHI
VSphere Enterprise Licensing		\$19,176.00	\$5,300.00 SHI
Vcenter Licensing		\$3,210.00	\$1,149.00 SHI
<b>Totals</b>		<b>\$266,894.00</b>	<b>\$27,376.00</b>
City cost (20% of actual over a 5 yr period):		\$10,675.76	
20 % annual maintenance cost		\$5,475.20	
Annual Tech Support; Includes all server/backup/SAN/tickets.		\$30,000.00	
Rack space in data center (\$100 per rack/month)		\$1,200.00	
<b>Total annual cost to city</b>		<b>\$47,350.96</b>	

Amendment to INTERGOVERNMENTAL AGREEMENT BETWEEN CHIPPEWA COUNTY AND CITY OF  
CHIPPEWA FALLS PURSUANT TO SECTION 66.0301, WISCONSIN STATUTES

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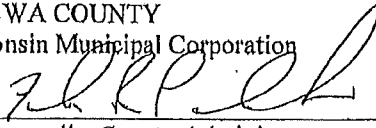
IN WITNESS WHEREOF, the City and the County certify that this Amendment to the Intergovernmental Agreement has been duly approved by their respective governing bodies and those governing bodies have authorized their officers below to execute this Agreement on behalf of the respective municipalities.

THE CITY OF CHIPPEWA FALLS  
A Wisconsin Municipal Corporation

By:   
Greg Hoffinan, Mayor

Date: 8/28/13

CHIPPEWA COUNTY  
A Wisconsin Municipal Corporation

By:   
Frank Pascarella, County Administrator

Date: 8/12/13

By:   
Christine Haun, Information Technology Director

Date: 8/21/13



## REFERENDUM PLANNING

This Referendum Planning Agreement (“Agreement”) is entered into as of April 21, 2022, (“Effective Date”) by and between *Cooperative Educational Services Agency 10*, (“*CESA 10*”) and the City of Chippewa Falls (“*Customer*”).

### RECITALS

WHEREAS, CESA 10 is willing to provide referendum planning regarding the operational referendum with the City of Chippewa Falls and,

WHEREAS the Customer desires to retain CESA 10 to assist with the referendum planning and community mobilization; and

NOW THEREFORE for good and valuable consideration the Parties hereby agree as follows:

To develop and implement the planning for a future referendum in a timely and logical manner.

**PAYMENT.** The Customer agrees to pay CESA 10 not to exceed \$10,000.00 within 30 days of the referendum date. (billing date currently estimated on November 30, 2022)

**TERM.** This Agreement shall expire December 1, 2022.

#### Referendum Planning

- Create options for community consideration.
- Work with City's financial consultant as needed.
- Present options to City Council.

#### Community Engagement/Mobilization Options

- Provide an in-depth discussion of findings with relevant community committee.
- Provide on-site planning meetings to determine logistics and creation objectives for community forums.
- Assist with pre- and post-communication:
  - Community Survey (direct mail piece), Electronic staff survey, 1-2 videos, Website content, weekly social media posts (8-10 total),
- Prepare statements that represent important key messages received from the participants.
- Develop recommendations for future communication efforts.
- Design collateral to support communication efforts:
  - Newsletter (direct mail piece), 2 fact sheets, Business flyer, Community PowerPoint presentation, Op-ed newspaper article, Postcard mailer

**Note:** The fee noted is for the labor hours required to deliver the services. Costs outside of labor (i.e. postage, printing, signs, posters) will be passed directly to the City without markup.

**INDEMNITY.** CESA 10 and the Customer agree that CESA 10 shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of CESA 10. CESA 10 and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all third party claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. NEITHER CESA 10 NOR THE CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

**DISPUTES.** If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved through litigation. The exclusive forum and venue of any litigation arising from this Agreement shall be a court of competent jurisdiction in Dane County, State of Wisconsin. In the event a lawsuit is brought to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to the payment of all costs and fees incurred in bringing or defending against the lawsuit from the non-prevailing party including, but not limited to, reasonable attorneys' fees, court costs, investigation costs and all related expenses. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**MISCELLANEOUS PROVISIONS.** This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between CESA 10 and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between CESA 10 and the Customer. Any change or modification to this Agreement will not be effective unless made in writing and signed by both parties. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

**LIMITATION ON SCOPE OF SERVICE**

CESA 10 has entered into an Agreement for Independent Contractor Services with APTIM Government Solutions, LLC ("Focus Contract"). Under the Focus Contract CESA 10 provides certain energy efficiency and renewable energy services to schools and local governments. The Scope of Services under this Agreement is separate and distinct from the scope of services in the Focus Contract. CESA 10 representatives providing services under this Agreement may, however, identify for the Customer energy efficiency improvements, services or programs within the Focus Contract scope of service ("Focus Services"). The provision of Focus Services will be provided to the Customer pursuant to the Focus Contract and are not within the Scope of Services for the Agreement.

**CITY OF CHIPPEWA FALLS**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COOPERATIVE EDUCATIONAL SERVICE AGENCY 10**

\_\_\_\_\_  
Mike Haynes, CESA 10 Administrator