SHARED HEALTH CLINIC
INTERGOVERNMENTAL COOPERATIVE AGREEMENT

1. PARTIES. The parties to this Agreement are the **CITY OF SHEBOYGAN** (City), a municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081; **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081; and the **SHEBOYGAN AREA SCHOOL DISTRICT** (District), a Wisconsin school district organized under Wis. Stat. § 117.105, having its principal offices at 830 Virginia Avenue, Sheboygan, Wisconsin 53081 (collectively the "parties" and individually a "party").

2. PURPOSE. The purpose of this Agreement is to define the roles, responsibilities, and financial obligations of the parties related to the joint exercise of authority for the establishment, operation, and ongoing management of a shared health clinic currently located at 615 Pennsylvania Avenue, Sheboygan, Wisconsin 53081 (the "Clinic"). The parties have heretofore entered into an agreement with Quad Med to provide health care services to their employees and family members at the Clinic, a copy of said agreement is attached hereto as **Exhibit A**. For the benefit of the parties, Sheboygan County has entered into a lease agreement with Prairie on the Lake, LLC for the Clinic premises, a copy of which is attached hereto as **Exhibit B** (the "Lease Agreement"). Each party has individually entered into an agreement with USI Insurance Services to facilitate the collection of enrollment data and to calculate the annual cost allocation for each party under this Agreement. The County shall obtain approval from the other parties prior to executing an extension or amendment to the Lease Agreement.

3. EFFECTIVE DATE; TERM; TERMINATION.

A. Effective Date. This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. Term. This Agreement is intended to remain in full force from January 1, 2026, through December 31, 2030. This Agreement shall remain in place for the duration of the term of any agreements entered into by parties or the County on behalf of the parties for the operation of the Clinic as set forth in Section 2 above and will automatically renew for successive one (1) year terms unless a withdrawing party provides at least ninety (90) days prior written notice of its intent not to renew to the other parties.

C. Withdrawal for Cause. A party may withdraw from this Agreement in the event of a material default by one or more of the other parties which default is not cured within ninety (90) days after defaulting party's receipt of written notice of such default. If the defaulting party is proceeding in good faith with due diligence to cure such default but is unable to do so within ninety (90) days, the cure period shall be extended as reasonably necessary. Each party shall remain responsible for its proportionate share of the financial obligations under this Agreement through the date of its withdrawal.

D. Expulsion for Cause. Two of the parties may expel the third party from this Agreement only in the event of a material default by the third party which default is not cured within ninety (90) days after defaulting party's receipt of written notice of such default from the other parties. If the defaulting party is proceeding in good faith with due diligence to cure such default but is unable to do so within ninety (90) days, the cure period shall be extended as reasonably necessary. The expelled party shall remain responsible for its proportionate share of the financial obligations under this Agreement through the date of expulsion.

E. **Early Withdrawal**. A party may seek to voluntarily withdraw from this Agreement by providing written notice to the remaining parties of its desire to negotiate an early withdrawal from this Agreement. The withdrawing party shall remain responsible for its proportionate share of the financial obligations under this Agreement until the agreed upon early withdrawal date.

4. AUTHORITY. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301 authorizing intergovernmental cooperation. Each party represents that its respective governing body has authorized the entry into this Agreement.

5. COST ALLOCATION AND PAYMENT.

A. Cost Sharing Calculations. All costs associated with the Clinic, including those costs incurred in the agreements set forth in Section 2 above, or as otherwise reasonably incurred in the operation of the Clinic, shall be divided among the parties based on its proportionate share of eligible participants and pursuant to the percentages as set forth in the Quad Med agreement.

B. Annual Review. Following the open enrollment period in November of each year, the parties' proportionate share of costs will be revised to reflect each party's proportionate share of eligible participants. Any adjustments to a party's proportionate cost will be effective January 1 of the following year.

C. Payment Obligations. Each party shall be solely responsible for their proportionate share of the Clinic costs and shall make timely payments as required under the Section 2 agreements. For the Lease Agreement, the County shall invoice each party for their proportionate share, and each party shall make a timely payment to the County as set forth in the invoice. The County shall remit timely payment to the landlord for lease of the Clinic premises on behalf of the parties.

6. EXPANSION OF MEMBERSHIP. In the future, if all parties agree, this Agreement may be amended to add new parties and to address any changes to service providers at the Clinic.

7. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE. The parties agree to act promptly and amicably to resolve any disputes that may arise. Each party agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work. The laws of the State of Wisconsin shall govern this Agreement. The parties may agree to submit unresolved disputes to mediation. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County, except to the extent that the State Circuit Court does not have jurisdiction over a matter in dispute.

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense, including attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. All parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80, 895.52, and 345.05.

9. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

APPROVED by the parties by the following authorized representatives:

CITY OF SHEBOYGAN

By:_____ _____
Authorized Representative Date Signed

By:_____ _____
Authorized Representative Date Signed

SHEBOYGAN COUNTY

By:_____ _____
Authorized Representative Date Signed

By:_____ _____
Authorized Representative Date Signed

SHEBOYGAN AREA SCHOOL DISTRICT

By:_____ _____
Authorized Representative Date Signed

By:_____ _____
Authorized Representative Date Signed

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