

# Aircraft Rescue and Firefighting Contract

2026

OUTAGAMIE COUNTY  
for  
Appleton International Airport  
Appleton, Wisconsin  
and

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## Definitions

The following words and phrases, wherever used in this Agreement, have the following meanings:

- a) **Airport** - The Appleton International Airport.
- b) **Airport Public Safety Facility** - The building designated as the Airport Public Safety Facility and the ARFF Station at the airport.
- c) **Airport Operations Services** - Includes all job qualifications and duties as set forth in Appendix A which is attached and incorporated by reference, as well as any security related needs of the Airport not mentioned therein.
- d) **Airport Director** - the Director of the Airport or his or her authorized representative.
- e) **CFR** – United States Code of Federal Regulation is the codification of the general and permanent rules published by the Federal Register.
- f) **FAA** - The Federal Aviation Administration of the United States Government or any federal agencies succeeding to its jurisdiction.
- g) **FAR** - Federal Aviation Regulations adopted by the FAA and published at title 14 Code of Federal Regulations (“CFR”).
- h) **Proposal** - The response submitted by Contractor to the County’s request for proposals for ARFF services, attached hereto as Exhibit A.
- i) **Rules and Regulations** - Rules and regulations promulgated by the County for the orderly use of the Airport, and the rules, regulations and mandates of the FAA and other federal and state agencies that are binding on Contractor, all as they may be amended from time to time.
- j) **Transportation Security Administration (TSA)** - The Transportation Security Administration of the U.S. Government or any federal agencies succeeding to its jurisdiction.
- k) **TSR** - Transportation Security Regulations adopted by the Transportation Security Administration of the U.S. Government or federal agencies succeeding to its jurisdiction.

## Section 1 **Parties**

- 1.01 This Contract is between OUTAGAMIE COUNTY, a municipal corporation in the State of Wisconsin ("County") and \_\_\_\_\_.

- 1.02 Independent Contractor. It is recognized that the Contractor is an Independent Contractor, and that nothing in this contract establishes an employer/employee relationship between the County and the Contractor or the Contractor's employees for any purpose whatsoever.

**Section 2**  
**Term**

- 2.01 Term. This Contract commences on January 1<sup>st</sup>, 2026 and ends on December 31<sup>st</sup>, 2028 for a term of three (3) years. Outagamie County shall have the option to extend this agreement for three (3) additional one (1) year periods. Contractor shall submit its Proposed Budget for County's consideration for an upcoming option year by July of the preceding year.
- 2.02 Termination. This Contract may be terminated at an earlier time per later provisions of the Contract.
- 2.03 The County may elect to add to or remove any portion of this contract with 60 days prior notice.

**Section 3**  
**Consideration**

- 3.01 The County owns and operates the Appleton International Airport (which includes aeronautical facilities, buildings and other facilities necessary and useful for Airport operations), located in the Village of Greenville, County of Outagamie, State of Wisconsin; and the County is in need of Airport Firefighting and Operations services in order to operate the Appleton International Airport in compliance with Federal Aviation Regulation Part 139 and Transportation Security Regulation 1542.
- 3.02 The County shall make the payments set forth in this Contract and fulfill the other obligations of this Contract as Consideration for entering into and enforcing this Contract.
- 3.03 The Contractor is engaged in the business of providing Aircraft Rescue and Firefighting (ARFF) services as well as Airport Operations services.
- 3.04 The Contractor shall provide ARFF services to the Appleton International Airport as consideration for entering into and enforcing this Contract. The Contractor shall provide Airport Operations Services related to 14 CFR Part 139 in addition to the ARFF services.
- 3.05 Contractor shall provide personnel necessary to efficiently provide ARFF and Airport Operations services at the Airport meeting FAR Part 139 Index B requirements on a 24-hour basis.
- 3.06 Contractor shall establish at the Airport a non-transport emergency medical service (EMS) at the Wisconsin Emergency Medical Technician – (EMT) service level in accordance with Wisconsin Department of Public Health EMS Requirements. Contractor must obtain the services of a medical director and is responsible for all associated costs.
- 3.07 All Contractor personnel must maintain at least an EMT certification. Contractor is responsible for all training costs associated with establishing and maintaining a non-transport Wisconsin EMT level EMS service.
- 3.08 The County will purchase or reimburse Contractor for medical equipment, supplies, and medication

necessary to establish and maintain an EMT level service. Contractor shall maintain a sufficient stock of medical supplies and unexpired medication necessary for an EMT level service.

- 3.09 The Contractor shall provide and maintain all initial and recurrent training required to all Contractor staff at no additional cost to the Airport. All required licenses and certification must be acquired and maintained by the Contractor for the duration of this Agreement.
- 3.10 The Contractor will be responsible for providing their staff with employee's required uniforms including shirt, pants, jackets, coats, headwear, boots, and airport access identification media.

**Section 4**  
**Payment**

4.01 The County shall pay the Contractor as follows:

- (1) For calendar year 2026, an annual fee of \$\_\_\_\_\_ fee payable in twelve (12) monthly payments. When a month aligns with the Contractor having two payrolls, the monthly amount will be \$\_\_\_\_\_. When a month aligns with the Contractor having three payrolls, the monthly amount will be \$\_\_\_\_\_.
- (2) If this contract is extended, the annual fee shall not be greater than a 2% increase.
- (3) The contractor shall provide their proposed budget for the contract services relating to ARFF Services and a separate proposed budget for Airport Operations services.

4.02 In order to receive payment, the Contractor shall submit to the Airport Director each month an invoice for the preceding month detailing all monthly wages and benefits.

4.03 For unanticipated events requiring the Airport to call in off duty firefighters and/or having on duty Firefighters work extended shifts, the hourly rate will be agreed upon by the airport.

**Section 5**  
**Rights and Privileges of the County**

- 5.01 The County shall have the right to enforce and adopt from time to time reasonable rules and regulations by Ordinance, Resolution or otherwise with respect to the use and operation of the Airport together with its buildings and equipment, which rules and regulations the Contractor agrees to observe and obey.
- 5.02 These rules and regulations adopted by the County shall be consistent with safety needs of the Airport; with Federal Statutes, Regulations and policies of the Federal Aviation Administration ("FAA") and the Transportation Security Administration ("TSA"); with State Statutes, Rules or policies of the various State agencies; and with any future changes to these the Statutes, Regulations, Rules and policies.
- 5.03 The Airport is presently classified as an Index "B" Airport. If the Airport is reclassified to a different ARFF Index (for whatever reason or period of time) or if the FAA modifies the requirements for ARFF Service, this Contract may be modified accordingly with respect to the number of personnel and hours

of service to be provided by the Contractor, with payment to the Contractor to be adjusted accordingly by agreement of the parties.

5.04 If the scheduled air carriers modify their requirements for ARFF Services through schedule or equipment changes, this Contract may be modified accordingly with respect to the number of personnel and hours of service to be provided by the Contractor with payment to the Contractor to be adjusted accordingly by agreement of the parties.

5.05 The County has the right to enter the Public Safety Facility to:

- (a) Inspect the ARFF Facility at any time to determine whether Contractor has complied and is complying with the terms of this Agreement.
- (b) Perform routine and non-routine maintenance and make repairs, replacements and improvements.

### **Section 6** **Obligations of the Contractor**

6.01 The Contractor will provide the requisite number of trained personnel at the Airport to maintain the Airport's certification as detailed in the attached Appendix A, as contained in the County's Airport Public Services Request for Proposal with a due date of \_\_\_\_\_. The contractor agrees to fulfill the obligations as detailed in the contractor's ARFF Services Proposal dated \_\_\_\_\_.

6.02 The Contractor will provide ARFF Protection Service twenty four (24) hours a day, seven days (7) days a week, three hundred sixty-five (365) days per year.

6.03 Base term and extension staffing shall consist of the following personnel:

- Management staff - 40 hours per week
  - Additional hours may be required due to the nature of these position(s), however, the above position(s) are not entitled to overtime pay.
- Working staff for each shift
  - There shall be 24 hour per day/365 days per year coverage by these positions.

*Note: If Airport Operations duties are removed from this contract, the contractor will be required to submit a new staffing plan that is mutually agreed upon by the county and shall match required FAA ARFF Index staffing levels.*

6.04 The primary service activities of the Contractor are outlined in Appendix A.

6.05 Contractor shall provide staff and training which meets the requirements as detailed in Section 6.03, herein, and attached Appendix A. All on-duty personnel, upon commencement of this Contract, shall have met all applicable qualifications as listed in Appendix A. Contractor staff shall be able to retain their qualifications and perform all duties listed in Appendix A.

6.06 ARFF Vehicle Maintenance and Inspection

- (1) The Contractor shall assure that daily vehicle maintenance is conducted by each shift coming on duty or after each use. All maintenance activity shall be logged via the airport operations software. The daily regimen shall include the inspection and maintenance of:
  - (a) Battery levels
  - (b) Oil and fuel levels
  - (c) All piping systems, electrical and warning systems
  - (d) Water and firefighting agent levels
  - (e) Tires
  - (f) Compartments, tools and equipment
  - (g) Twice a week operational check of each vehicle and pumps
  - (h) Quarterly, Semi-annual, and annual checks as required by 14 CFR Part 139 to ensure vehicles are prepared for FAA Inspection
  
- (2) The Contractor shall complete a daily activity log per shift via the airport operations software, outlining duties and tasks completed throughout the shift including, but not limited to:
  - (a) Inspections and patrols
  - (b) Training activities
  - (c) Vehicle maintenance
  - (d) Airport, Tenant, or customer calls/communication
  - (e) Customer service activities
  - (f) Emergency response
  - (g) Incident/accident reporting
  - (h) Facility maintenance and cleaning
  - (i) Work orders
  - (j) Any work related duties not listed above

These logs shall be made available to the airport upon request.

6.07 Station maintenance/ARFF maintenance: The Contractor shall maintain the Public Safety Station on a daily basis in accordance with good housekeeping practices to include apparatus bays, sleeping quarters, kitchen and dining areas, conference rooms, restrooms, alarm room, lounge areas and offices.

6.08 Personal Protective Clothing

- (1) The Contractor shall be responsible for maintenance of protective clothing, including all ARFF gear, provided by the County. All gear shall be maintained and kept up to date per Part 139 requirements.
- (2) The Contractor shall be responsible for any minor repairs and/or replacement of clothing damaged or neglected other than through normal wear.

6.09 Operational Requirements

- (1) The Contractor will provide the County with a current duty roster of all personnel and a daily shift schedule covering a 24/7/365 period. The contractor shall provide required staffing levels per Section 4 of this document at no additional expense to the county.

(2) The Contractor will provide emergency medical services as required by 14 CFR Part 139.319.

6.10 While the Contractor is an Independent Contractor and the employees are directly responsible to the Contractor, the Contractor will promptly direct its employees and/or agents to comply with all reasonable instructions issued by the Airport Director to assure compliance with this Contract and coordination of the services to be provided under this Contract with the operations of the Airport. The Contractor shall not hire or contract any temporary, additional or supplemental staff from any airport within a 50 nautical mile radius.

*Note: "Agents" for the purposes of this contract is defined as a third party under contract with the Contractor.*

6.11 The Contractor, in its performance of the obligations under this contract, shall observe and comply with any and all requirements of:

- (1) Federal Statutes or Regulations or policies. State Statutes or Regulations or policies.
- (2) Rules and regulations of the County whether adopted by Ordinance, Resolution or otherwise which are deemed necessary for the safe operation of the Airport.

6.12 Non-Discrimination and Title VI Compliance

- (1) The Contractor agrees to comply with all Federal Statutes, Regulations or policies and State Statutes, Rules or policies so as not to discriminate against any employee or prospective employee because of age, race, religion, creed, color, handicap, marital status, sex, national origin, ancestry, sexual orientation, conviction record, membership in the National Guard, State Defense Force or any other Reserve component of the military forces of the United States or this State or use or non-use of lawful products off *the* employer's premises during working hours.
- (2) The Contractor shall specifically comply with all other requirements imposed by 49 CFR Part 21 entitled Non-Discrimination in Federally-Assisted Programs of the Department of Transportation effectuating Title VI of Civil Rights Act of 1964, 49 CFR Part 27 entitled Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, and any amendments to these Regulations.
- (3) These provisions shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (4) The Contractor agrees to take affirmative action to ensure equal employment opportunities.
- (5) The Contractor agrees to post in a conspicuous place available to employees and prospective employees all notices required by this non-discrimination clause.
- (6) During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they

may be amended from time to time, which are herein incorporated by reference and made a part of this contract as Appendix B.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6.13 Contractor shall maintain indemnification and maintain insurance as referenced in Appendix B.

6.14 Contractor agrees to repair any damage caused by the negligent or willful acts of contractor's employees and/or agents. This includes but is not limited to any such damage to County owned vehicles, equipment, buildings, etc. Such repairs will be to the satisfaction of the Airport Director and shall restore the County's property to the same or better condition as existed prior to the

damage.

- 6.15 Contractor will be responsible for any and all fines received from FAA or TSA for any compliance failure at the fault of the contractor.
- 6.16 Contractor shall control the actions of its employees and, as allowed by law or any collective bargaining agreement, terminate from employment at the Airport any employee whose conduct the Airport Director finds detrimental to the best interests of the Airport or the general public. Contractor's employees, while on duty, shall wear neat, clean, and properly cared for uniforms.
- 6.17 The County may negotiate with other government agencies regarding the provision of mutual aid to surrounding communities. Contractor shall assist the Airport Director in amending, developing, and implementing mutual aid agreements and the Airport Emergency Plan required by FAR Part 139.
- 6.18 Contractor will provide the County a Performance Bond on an annual basis valued at twenty five percent (25%) of that year's contract.

### **Section 7**

#### **Obligations of the Parties**

7.01 Facilities and Equipment: The County will furnish and maintain the following facilities, equipment and supplies:

- (a) All vehicles
- (b) Fuel
- (c) Oil
- (d) Radios and communications equipment
- (e) ARFF supplies, equipment, tools and repairs
- (f) Protective Clothing
- (g) Public Safety Building
- (h) All appliances and utilities (except non- essential telephones) required to meet FAA Airport Rescue and Fire Fighting Certification requirements.
- (i) Furniture, cleaning supplies and bedding

### **Section 8**

#### **Environmental Regulations**

- 8.01 Notwithstanding any other provisions of this Agreement, Contractor acknowledges that certain properties and uses of properties within the Airport are subject to environmental regulations. Contractor agrees to observe and abide by these regulations in its use of the Airport in addition to any and all other Agreement requirements and any other covenants and warranties of Contractor. Contractor shall comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting environmental and natural resources and all rules and regulations promulgated or adopted as they may from time to time be amended and accepts full responsibility and liability for such compliance.
- 8.02 Contractor shall within 24 hours of receipt, deliver a copy to the Airport of all notices that

Contractor receives from any governmental agency or third party concerning a claim or a notice of violation regarding environmental regulations. Violation of any part of the provisions of this Article or disposition by Contractor of any sanitary waste, pollutants, contaminants, hazardous waste, toxic waste, sewage or any other materials in violation of the provisions of this section will be deemed to be a default under this Agreement and, unless cured within 10 days of receipt of a notice to cure from Authority, be grounds for termination of this Agreement, and will also provide Authority grounds for taking whatever other action it may have in addition to termination based upon default as provided for under this Agreement.

- 8.03 Contractor is responsible for the payment of any and all fines, costs, penalties and the like imposed as a result of its non-compliance with federal, state, or local regulations, statutes, or laws in effect now or in the future concerning the protection of the environment.
- 8.04 Contractor agrees to abide by all federal, state, and local regulations, statutes, and laws in effect now or in the future concerning storm water requirements.
- 8.05 Contractor is responsible for cleanup, to the satisfaction of Authority, of AFFF discharged due to error of Contractor's employees or agents either intentionally or negligently for any purpose other than in the case of an actual emergency situation requiring the use of AFFF.

**Section 9**  
**Cancellation of the Contract**

- 9.01 Cancellation by the Contractor.
  - (1) Provided that the Contractor has complied with all terms and conditions of this Contract the Contractor may terminate this Contract in the event of the happening of any one (1) or more of the following contingencies:
    - (a) The permanent abandonment of the Airport as an Air Terminal for scheduled commercial air carriers.
    - (b) The issuance by any Court of competent jurisdiction of an injunction substantially preventing or restraining the use of the Airport or the Airport Terminal Building, with this injunction remaining in force for at least sixty (60) days.
    - (c) The breach by the County of any terms of this Contract and the failure of the County to remedy this breach for a period of sixty (60) days after written notice from the Contractor of the existence of this breach.
  - (2) No Waiver of Default by the Contractor of any of the terms of this Contract which are to be performed by the County shall be construed to be or act as a Waiver of any subsequent default of any of the terms of this Contract to be performed by the County.
  - (3) The acceptance of payment by the Contractor, for any period or periods, after a default of any of the terms of the Contract to be performed by the County shall not be deemed a waiver of any right on the part of the Contractor to cancel this Contract for failure by the County to perform any of the terms of the Contract.

9.02 Cancellation by the County.

- (1) If the Federal Aviation Administration (FAA) discontinues Airport Rescue and Firefighting (ARFF) service requirements, this Contract may be canceled by the County upon thirty (30) days written notice to the Contractor with no further liability to the Contractor on the part of the County.
- (2) If scheduled air services are interrupted for any reason, payments due under this Contract shall terminate the day after the Contractor lays off all its employees as instructed by the County, but these payments shall resume immediately on written notice from the County of resumption of scheduled air service.
- (3) If Contractor fails to meet a material term of this Contract so as to jeopardize the safety or the Certification of the Airport, the County may, at its option, immediately terminate the Contract by providing the Contractor with written notice of its failure to perform satisfactorily and of its termination.
- (4) The County may terminate this Contract immediately upon any abandonment by the Contractor of its conduct of Aircraft Rescue and Firefighting (ARFF) and Airport Operations services.
- (5) The County may terminate this Contract by giving the Contractor thirty (30) days advance written notice after the happening of any one of the following events:
  - (a) The filing by the Contractor of a voluntary Petition in Bankruptcy.
  - (b) The institution of proceedings in bankruptcy against the Contractor or the adjudication of the Contractor has a bankrupt pursuant to these proceedings.
  - (c) The taking control by a court of jurisdiction of the assets of the Contractor pursuant to proceedings brought under the provisions of Federal Reorganization Act.
  - (d) The appointment of a receiver of the assets of the Contractor.
  - (e) The divestiture of the estate of the Contractor by any other operation of law.
  - (f) The failure of the Contractor to abide by all applicable Federal Statutes, Regulations and policies, State Statutes, Rules and policies and appropriate ordinances and Resolutions of the County and its failure to remedy this default within the agreed upon time period after receipt of written notice from the County.
  - (g) The default by the Contractor in the performance of any term of this Contract to be performed by the Contractor, (other than those permitting cancellation immediately) and the failure to remedy this default after receipt of written notice from the County to remedy this default within the agreed upon time period.
- (6) The lawful assumption by the United States Government, the State of Wisconsin or any other authorized governmental entity of the operation, control or use of the Airport and its facilities or any substantial part or parts of it in such a manner as to substantially restrict the Contractor for a period of at least thirty (30) days from providing Aircraft Rescue and Firefighting (ARFF) Services under this Contract. In this event the Contractor shall have no right of recovery against the County, but shall make its case against the United States, the State of Wisconsin or the governmental entity as the case may be.

- (7) No Waiver of default by the County of any of the terms of this Contract to be performed by the Contractor shall be construed to be, or act as, a Waiver of any subsequent default of any of the terms of this Contract to be performed by the Contractor.
- (8) Acceptance by the County of any services to be provided by the Contractor under this Contract, for any period or periods, after a default of any of the terms to be performed by the Contractor shall not be deemed a Waiver of any right by the County to cancel this Contract for failure by the Contractor to perform any of the terms of the Contract.

**Section 10**  
**Sensitive Security Information**

- 10.01 Contractor agrees with respect to Sensitive Security Information (SSI), as defined in 49 CFR § 1520, as amended, that it has received or may receive during the performance of the Services that it will:
- (a) Safeguard these documents, and the information therein, to prevent inadvertent disclosure of them by keeping the documents under the control of authorized persons, when in use, and storing the documents in a secure container, such as a locked desk, file cabinet or locked room when not in use;
  - (b) Not release these documents or the information therein, to any party, company, person, organization or entity for any reason that does not expressly serve the Contractor's obligations to the County under its contract with the County, as determined by the Contractor's employee with appropriate supervisory and decision-making authority.

**Section 11**  
**Americans with Disabilities Act**

- 11.01 Contractor agrees to comply with the Americans with Disabilities Act and any amendments and regulations thereto with regards to Contractor's operations at the Airport.

**Section 12**  
**Total Agreement and Invalid Provisions**

- 12.01 All terms and conditions with respect to this Contract are contained in this document. Any subsequent changes must be in writing and signed by authorized representatives of the parties.
- 12.02 The Contractor agrees that no representative or agent of the County has made any representation or promise with respect to this Contract which is not expressly contained in this document.
- 12.03 In the event that any term or provision of this Contract is held to be invalid by a Court of competent jurisdiction, all other terms and conditions of this Contract shall remain in full force and

effect, unless the invalid term or provision renders substantial compliance with this Contract impossible, in which case this Contract shall be totally null and void.

**Section 13**  
**Notices**

13.01 Notices to the County. Notices to the County shall be sufficient if sent by electronic mail, ordinary mail, postage prepaid, to:

Airport Director  
Appleton International Airport  
W6390 Challenger Drive, Suite 201  
Appleton, Wisconsin 54914

13.02 Notices to the Contractor. Notices to the Contractor shall be sufficient if sent by electronic mail, ordinary mail, or postage prepaid to:

13.03 The parties may designate other representatives or addresses to each other in writing from time to time.

**Section 14**  
**Authority**

14.01 The Airport Director of the County is designated as the official representative of the County with full power to represent the County in dealings with the Contractor in connection with performance of this contract.

**Section 15**  
**Venue, Costs and Fees**

15.01 This agreement will be governed and construed according to the laws of the State of Wisconsin. This agreement is performable in Outagamie County and any challenge to the terms outlined herein shall be submitted to the exclusive jurisdiction of the Outagamie County Circuit Courts unless otherwise agreed to in writing by the parties. Both parties agree that each shall bear the cost of their own litigation expenses and attorney's fees.

**Section 16**  
**Authentication**

16.01 Those signing below state that they have authority to represent the parties to this Contract and that they are knowingly and voluntarily entering into this Contract.