INTERGOVERNMENTAL COOPERATION AGREEMENT

**NORTH STREET AND COUNTY LINE ROAD**

**THIS INTERGOVERNMENTAL COOPERATION AGREEMENT** (“***Agreement***”)is made and entered into by and between the Village of New Auburn, a Wisconsin municipal corporation (the “***Village***”) and the Town of Dovre, Barron County, Wisconsin, a Wisconsin body politic and corporate (the “***Town***”) (collectively the “***Municipalities***” or the “***Parties***”) pursuant to the provisions of Sec. 66.0301, Wis. Stats. for the purpose of maintaining North Street and County Line Road.

**PREAMBLE**

**WHEREAS**, the County of Barron, Wisconsin previously adopted a portion of County Trunk M, lying in the Township of Dovre, as part of the Barron County Highway System, which is legally described as the portion of highway commencing at the Southwest corner of the South West ¼ of Section 36, Township 32, Range 10, running East ¼ of a mile on the section and town line (“***North Street***”); and

**WHEREAS**, the Parties contracted on January 2, 1936, for the Village to maintain and keep up North Street and in exchange the Town agreed to refund to the Village the portion of gas tax which the Town receives on North Street; and

**WHEREAS**, the Parties have further agreed that the Town will maintain approximately one-quarter (¼) mile of County Line Road which borders the Town and the Village (“***County Line Road***”) also known as Barron-Dunn Ave and 250th Street but referred to within this agreement as County Line Road; and.

**WHEREAS**, the Parties are desirous to enter in an intergovernmental agreement pursuant to the provisions of Sec. 66.0301, Wis. Stats., to replace the previous agreements and further define each Party’s duties as they relate to maintaining North Street and County Line Road;

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **PURPOSE**

The purpose of this Agreement is to document the responsibilities of the Parties related to the maintenance of North Street and County Line Road, and to renew and replace previous mutual agreements made by the Parties.

1. **DUTIES OF THE VILLAGE OF NEW AUBURN**

The Village shall maintain North Street, including but not limited to snowplowing and sanding, repairing, filling potholes, cleaning, and keeping North Street in good and serviceable condition including trimming branches of overhanging trees, but not including cutting down of trees nor stump removals. See Exhibit A.

1. **DUTIES OF THE TOWN OF DOVRE**

The Town shall maintain County Line Road [also known as Barron-Dunn Avenue or 250th Ave], including but not limited to snowplowing and sanding, shouldering, repairing, filling potholes, cleaning, and keeping County Line Road in good and serviceable condition including brushing and mowing of ditches, but not including cutting down of trees nor stump removals. See Exhibit A.

1. **TERM OF AGREEMENT**

This Agreement shall commence upon approval of the Parties and the date of signing. The term of this Agreement shall run annually and shall renew automatically. This Agreement may be terminated by either Party without cause with sixty (60) days written notice.

1. **NOTICES AND INVOICES**

Notices and invoices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon the Municipalities to:

Village of New Auburn Village Clerk-Treasurer

 Village of New Auburn

 130 E Elm Street

 PO Box 100

 New Auburn, WI 54757

Town of Dovre Town Clerk

 Town of Dovre

 304 25 ½ St.

 Chetek, WI 54728

1. **MUTUAL INDEMNIFICATION**

The Parties agree to hold one another harmless from and against all claims, actions, judgments, costs, and expenses including reasonable attorney's fees arising out of damages or injuries to persons or their tangible property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The Parties shall give to each other prompt and reasonable written notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same. Notwithstanding anything herein to the contrary, the foregoing is not intended to be a waiver or estoppel of the Parties or their respective insurers to rely upon the limitations, defenses, and immunities contained with Wisconsin law, including those contained within Wis. Stat. §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, a Party shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law. This Section VI shall survive the termination or expiration of this Agreement.

1. **WAIVER OF BREACHES**

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

1. **APPLICABLE LAW**

This Agreement shall be governed under the laws of the state of Wisconsin and is made at Barron County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be exclusively in Barron County Circuit Court.

1. **SECTION HEADINGS**

The headings of the sections hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

1. **NON-ASSIGNMENT OF AGREEMENT**

The parties agree that there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

1. **MODIFICATIONS OR AMENDMENTS**

There shall be no modifications to this Agreement, except in writing, signed by each and every of the Parties. Any party desiring to propose an amendment shall do so on or before March 1 of a given year by written notice to the other Parties, who shall then review the proposal between their senior executive officers or designees, with any amendment requiring legislative body approval on or before December 1 to become effective as of the next following January 1 following approval by all Parties. Prior to submitting a final proposed amendment to the legislative body of each Party, each Parties' senior executive officers or designees assigned to review the proposed amendments to this Agreement shall meet together to discuss the proposed amendment. Failure of a single Party to agree to an amendment shall not affect the operation of this original Agreement.

1. **INTEGRATION OF AGREEMENT**
2. This entire Agreement and understanding between the Parties is contained herein, supersedes all prior discussions and negotiations and/or previous agreements. whether written or oral and all negotiations as well as any previous agreements presently in effect between the Parties relating to the subject matter.
3. This Agreement may only be amended in writing and signed by all Parties. The terms and conditions of this Agreement shall extend to and bind the Parties, the officers, governing bodies, employees, representatives, successors, and assigns of the Parties.
4. The Parties represent and warrant that they have full authority to enter into this Agreement and that any person or entity executing in a representative capacity for the party has full authority to do so.

[SIGNATURE PAGE ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Village and Town have executed this Agreement as of the Effective Date, which shall be the date this Agreement was last signed by a Party hereto.

**VILLAGE OF NEW AUBURN BY:**

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**Shannon Berg, Date
Village President**

**TOWN OF DOVRE BY:**

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**CHAIR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date
Town Chairman**

[ Exhibit A ]

[EXHIBIT A MAPS INCLUDED NEXT PAGE]