

**INTERGOVERNMENTAL COOPERATION AGREEMENT
NORTH STREET STREETLIGHTS**

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 three (3) streetlights located on North Street.

PREAMBLE

WHEREAS, the Parties contracted on March 20, 1944, for the shared costs of installation and maintenance of two streetlights on North Street. The three (3) streetlights are more particularly described and defined as follows: one center light located at the intersection of Central Street and North Street, one bracket light located along North Street approximately halfway between Central Street and East Street, and one light located at the intersection of North St and County Highway SS also known as Old Highway 53 (collectively the “*Streetlights*”); and

WHEREAS, the Parties are desirous to enter in an intergovernmental agreement pursuant to the provisions of Sec. 66.0301, Wis. Stats., to continue the shared costs of operation and maintenance of the now installed Streetlights, and define each Party’s duties as they relate to the shared costs of operation and maintenance of the Streetlights; and

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

I. PURPOSE

The purpose of this Agreement is to document the responsibilities of the Parties related to the operation and maintenance, and the costs thereof, of the Streetlights, and to renew and replace previous mutual agreements made by the Parties.

II. DUTIES OF THE VILLAGE OF NEW AUBURN

The Village, having previously installed and maintained the Streetlights, shall continue to operate and maintain the Streetlights and keep the Streetlights in good working order, including but not limited to replacing bulbs as necessary, keeping the Streetlights free from any obstruction or defect, and repairing any damage done to the Streetlights. The Village shall keep records and an account of all costs incurred in fulfilling its duties under this Agreement, which it will furnish to the Town with the Annual Invoice.

III. DUTIES OF THE TOWN OF DOVRE

The Town shall pay the Village fifty percent (50%) of all costs incurred in operating and maintaining the Streetlights pursuant to the Village’s duties. Said payment will be due within thirty (30) days of receipt of the Annual Invoice.

IV. ANNUAL INVOICE

On approximately January 31st of each year, the Village will send to the Town an invoice for the Town’s share of costs for the operation and maintenance of the Streetlights (the “**Annual Invoice**”) for the preceding calendar year. The Annual Invoice shall contain an account of all costs incurred by the Village for the operation and maintenance of the Streetlights, and the Annual Invoice shall amount to fifty percent (50%) of those costs. If the Annual Invoice is sent after January 31 of a given year for any reason, the Town shall still be responsible for payment notwithstanding the date of delivery of the Annual Invoice. If the Town has not received the Annual Invoice by February 15 of a given year, it will contact the Village and request the Annual Invoice.

V. 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, provided that all obligations incurred prior to termination of this Agreement shall survive the termination of this Agreement. For example, if this Agreement is terminated effective July 1 of a calendar year, then the Town shall be responsible for its share of the costs incurred in operating and maintain the Streetlights through June 30 of said calendar year.

VI. 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 Hall
304 25 ½ St.
Chetek, WI 54728

VII. 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 VII shall survive the termination or expiration of this Agreement.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. INTEGRATION OF AGREEMENT

- A. 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.
- B. 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.
- C. 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:

Shannon Berg,
Village President

Date

TOWN OF DOVRE BY:

CHAIR
Town Chairman

Date