

TITLE 16

Intergovernmental Agreements

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Intergovernmental Agreements

- 16-1-1** Intergovernmental Agreement Regarding the Joint Maintenance of Townline Road
- 16-1-2** Intergovernmental Agreement Regarding the Joint Maintenance of Lone Elm Road

Sec. 16-1-1 Intergovernmental Agreement Regarding the Joint Maintenance of Townline Road

1. Authority. This Agreement is entered into pursuant to Section 66.0301 of the Wisconsin statutes regarding intergovernmental cooperation and, therefore, should be liberally construed to accomplish its intended purposes. In addition, the undersigned representatives of the Town of Friendship and Eldorado represent that they have been duly authorized by their respective Town Boards to execute this Agreement.
2. Maintenance Responsibility. The parties acknowledge that their legal jurisdiction is defined by the centerline of the Road, Regardless, Friendship and Eldorado hereby agree to be responsible for the maintenance, repair and replacement of the Road allocated, as follows:

Friendship is responsible for the south three miles from County 00 to County N;
Eldorado is responsible for the north three miles from County N to Lone Elm road;

The above maintenance, repair and replacement responsibilities include, without limitation, snow removal, seal coating, slurry sealing, hot mix and crack sealing. Each Town shall bear financial responsibility for its respective portion of the Road as allocated above. Each Town is responsible for the driveway culverts, the placement and the issuing of all permits for driveway culverts, anywhere on the Towns side of the road, no matter who is responsible for that portion of road.

3. Indemnity/Insurance. Each Town shall take the necessary steps in order that insurance coverage is obtained for its respective portion of the Road despite that the respective Towns lack ownership of the entire Road. In addition, each Town shall defend, indemnify and hold harmless the other Town from and against any and all claims, demands, losses, suits, damages or liabilities whatsoever, including reasonable attorneys' fees arising out of the maintenance, repair or replacement of their respective one half of the Road. This general indemnification shall not be construed as limiting or qualifying other indemnification right under law.
4. Consultation. Despite the allocation of responsibilities under this Agreement, each Town shall seek the advice and counsel of the other Town prior to making a substantial investment or change in the Road. For instance, if Friendship is contemplating paving all or a portion of the Road, Friendship will provide Eldorado with reasonable information concerning the project. The purpose of this paragraph is to encourage the sharing of information so as to improve services to improve services to the residents of Friendship and Eldorado.

5. Waiver. Except as otherwise specifically provided in this Agreement, a right of a Town under this Agreement can only be waived in writing. A waiver on one occasion, or in one set of circumstance, shall not be deemed a waiver of such right on any other occasion or in any other circumstance.
6. Complete Agreement. This Agreement represents the agreement of the parties and supersedes all prior agreements or promises, either written or oral.
7. Term/Termination. This Agreement shall continue indefinitely unless either party provides written notice of intent to terminate at least 2 years prior to the effective date of termination.

Sec. 16-1-2 Intergovernmental Agreement Regarding the Joint Maintenance of Lone Elm Road

1. Authority. This Agreement is entered into pursuant to Section 66.030 1 of the Wisconsin Statutes regarding intergovernmental cooperation and, therefore, should be liberally construed to accomplish its intended purposes. In addition, the undersigned representatives of the Towns of Black Wolf and Friendship represent that they have been duly authorized by their respective Town Boards to execute this Agreement.
2. Maintenance Responsibility. The parties acknowledge that their legal jurisdiction is defined by the centerline of the Road. Regardless, Black Wolf and Friendship hereby agree to be responsible for the maintenance, repair and replacement of the Road allocated, as follows:

Friendship is responsible for the first mile west from STH 45;
Black Wolf is responsible for the second mile west of STH 45;
Friendship is responsible for the first one-half mile west of STH 175;
Black Wolf is responsible for the next one-half mile west of STH 175.

The above maintenance, repair and replacement responsibilities include, without limitation, snow removal, seal coating, slurry sealing, hot mix and crack sealing. Each Town shall bear financial responsibility for its respective portion of the Road as allocated above. Each Township is responsible for the driveway culverts and the issuing of all permits for driveway culverts, anywhere on the Townships side of the road. No matter who is responsible for that portion of road.

3. Indemnity/Insurance. Each Town shall take the necessary steps in order that insurance coverage is obtained for its respective portion of the Road despite that the respective Towns lack ownership of the entire Road. In addition, each Town shall defend, indemnify and hold harmless the other Town from and against any and all claims, demands, losses, suits, damages or liabilities whatsoever, including reasonable attorneys' fees arising out of the maintenance, repair or replacement of their respective one half of the Road. This general indemnification shall not be construed as limiting or qualifying other indemnification rights under law.
4. Consultation. Despite the allocation of responsibilities under this Agreement, each Town shall seek the advice and counsel of the other Town prior to making a substantial investment or change in the Road. For instance, if Black Wolf is contemplating paving all or a portion of its portion of the Road, Black Wolf will provide Friendship with reasonable information concerning the project. The purpose of this paragraph is to encourage the sharing of information so as to improve services to the residents of Black Wolf and Friendship.

Intergovernmental Agreements

16-1-2

5. Waiver. Except as otherwise specifically provided in this Agreement, a right of a Town under this Agreement can only be waived in writing. A waiver on one occasion, or in one set of circumstances, shall not be deemed a waiver of such right on any other occasion or in any other circumstances.
6. Complete Agreement. This Agreement represents the complete agreement of the parties and supersedes all prior agreements or promises, either written or oral.
7. Term/Termination. This Agreement shall continue indefinitely unless either party provides written notice of intent to terminate at least 2 years prior to the effective date of termination.