

## HIGHWAY SERVICE AGREEMENT

This Agreement is made and entered into by and between the Barron County Highway Department (hereinafter "County") and the City of Cumberland (hereinafter "City").

WHEREAS, the County is authorized by Wisconsin Statutes 66.0131, 66.0301(2), 83.018 and 83.035 to purchase, sell road materials, sell road building and maintenance supplies on open account, and to contract with the City for furnishing services to the City; and

WHEREAS, the Barron County Highway Commissioner is authorized to enter into contracts on behalf of the County under Wisconsin Statutes 83.01(1) (c), and 83.015(2); and

WHEREAS the City desires to contract with the County for services as directed by the City.

NOW, THEREFORE, it is agreed by and between the City and the County as follows:

1. Term: This Agreement shall commence on the date on which all parties have executed this Agreement and shall remain in effect for a period of six (6) months unless terminated pursuant to Paragraph 8 below.
2. Work Covered: The County will provide street maintenance services to the City as directed by the City.
3. City Liaison: The City shall designate a person to act as a Liaison between the City and the County relative to the services desired, performance, and special assignments which the City desires.
4. Compensation for how services are rendered. The County shall bill the City for actual costs on a "time and material basis" for services in accordance with the current established labor rates, material rates, and machinery rates. Rates are formulated and verified in accordance with WISDOT regulations: whereby labor costs include actual wages along with fringe benefits; material costs include the cost of the goods sold calculations; and specific equipment rates are determined and adjusted quarterly through the WISDOT statewide machinery rates in the corresponding WISDOT Maintenance Manual. The City shall pay the County for the services and materials provided by the County.
5. Equal Opportunity Statement: During the term of this agreement, with regard to any employment decisions related to this agreement, all parties agree not to discriminate on the basis of age, national origin or ancestry, handicap, sex, physical condition, developmental disability, sexual orientation as defined in Wisconsin Statutes 51.01(5).

6. Notices: Notices, invoices and payments required by this Agreement shall be deemed delivered by means agreed to by the parties. This can include U.S. Mail, E-mail, fax, or personal delivery as agreed by the parties.
7. 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 reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentional tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services of this 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. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wisconsin Statutes 893.80, 895.52 and 345.05.

The obligations in this Paragraph shall survive the termination of this Agreement as to any act or omission by either party to this Agreement which occurs prior to termination and which triggers any of the obligations contained in this Paragraph.

8. Termination: Either party may elect to terminate this Agreement for any reason during the term of the Agreement with such termination to be effective provided that a minimum of two (2) weeks written notice is given to the other party of the intent to terminate the Agreement. Any materials ordered or work already requested and scheduled shall be completed and paid for as set forth in Paragraph 4 above.
9. Agreement Not Assignable: This Agreement is for inter-governmental cooperative services as set forth in Wisconsin Statute 66.0301 and is not assignable without the expressed written consent of the both parties.
10. Forced Majure: Any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance and applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this Agreement. Both parties agree that any acts of God or Force Majure shall be addressed in a cooperative and timely manner.
11. Entire Agreement: The entire agreement of the parties is contained herein and supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this agreement shall not be amended in any fashion except in writing executed by all parties.

BARRON COUNTY:

Date Signed: \_\_\_\_\_ By: \_\_\_\_\_

Name, County Administrator

By: \_\_\_\_\_

Name, Highway Commissioner

CITY OF CUMBERLAND

Date Signed: \_\_\_\_\_ By: \_\_\_\_\_

Name, Mayor

By: \_\_\_\_\_

Name, City Administrator

DRAFT