
BICYCLE PATH PROGRAM AGREEMENT

Dane County Project No.: 54200-D000

THIS AGREEMENT, made and entered into by and between the County of Dane acting through and by its Department of Public Works, Highway and Transportation, hereinafter referred to as the "COUNTY" and the City of Madison, hereinafter referred to as "MUNICIPALITY,"

W I T N E S S E T H:

WHEREAS the COUNTY and the MUNICIPALITY both desire to construct, or participate in the administration of, a bicycle-related project (hereinafter, "PROJECT") more fully described in paragraph (1) of this agreement; and

WHEREAS the COUNTY and the MUNICIPALITY wish to provide for the joint financing of the PROJECT;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the MUNICIPALITY agree as follows:

(1) The PROJECT funded by this agreement consists of the following:

Funding toward the City's Bicycle Safety Coordinator. The County's share is not to exceed \$20,000.

(2) Actual construction or administration of the PROJECT shall be performed entirely by the MUNICIPALITY. The COUNTY agrees to finance the PROJECT costs to a maximum contribution of \$20,000. The MUNICIPALITY agrees to finance all remaining PROJECT costs. The MUNICIPALITY agrees to initiate work on the PROJECT on or before the **31st** day of **August, 2006**, with all work to be completed within 12 months thereafter. Failure to initiate work on the PROJECT before the aforementioned date will relieve the COUNTY of all obligation to provide any funds for the PROJECT.

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- (3) It is mutually agreed the County and the City will be prepared to answer and defend only that responsibility and resultant legal liability, involving personal injury or property damage, which is based upon or arises from their respective negligent acts or omissions which may occur in connection with this agreement.

IN WITNESS WHEREOF the COUNTY and the MUNICIPALITY, by their authorized agents, have executed this agreement effective as of the date when all parties hereto have affixed their respective signatures.

FOR CITY OF MADISON:

David J. Cieslewicz, Mayor Date

Ray Fisher, City Clerk Date

Dean Brassler, City Comptroller Date

APPROVED AS TO FORM

Michael P. May, City Attorney Date

Kevin Houlihan, Risk Manager Date

FOR THE COUNTY:

Gerald J. Mandli, Commissioner Date
Dept of Public Works, Hwy & Transportation