

**COST SHARING AGREEMENT BETWEEN THE CITY OF MADISON AND THE
TOWN OF BLOOMING GROVE FOR THE RESURFACING OF LIBBY ROAD.**

THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter referred to as "MADISON"), and the Town of Blooming Grove, a Wisconsin municipal corporation (hereinafter referred to as "BLOOMING GROVE"), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, MADISON and BLOOMING GROVE have determined the need for the resurfacing of Libby Road from 2650 feet east of Lake Farm Road to the east end. (hereinafter referred to as the "PROJECT"); and,

WHEREAS, the right-of-way in the PROJECT area is in both MADISON and BLOOMING GROVE; and,

WHEREAS, Section 66.0301 Wisconsin Statutes, authorizes cities, villages, towns, counties, and other public agencies to enter into agreements for the joint exercise of any power or duty required or authorized by law; and,

WHEREAS, it is in both PARTIES' interests to enter into a cost sharing agreement relating to the PROJECT.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. BLOOMING GROVE shall resurface the street in the PROJECT area, a portion being in MADISON.
2. MADISON agrees to reimburse BLOOMING GROVE for the actual cost of resurfacing that lies within MADISON. The Total Project Cost is estimated to be \$70,000. The estimated cost for MADISON is \$35,000.
3. Upon completion of the PROJECT, BLOOMING GROVE shall determine the final cost to MADISON. The final cost will be calculated based on final measured quantities and unit prices for items of work done within the corporate boundary of MADISON.

Each party's total obligation under this agreement shall not exceed the Total Estimated Cost shown above. If actual total costs exceed the figures shown, all parties agree to negotiate in good faith to reach a resolution.

4. Payment. MADISON shall reimburse BLOOMING GROVE for MADISON'S share of the PROJECT within one-hundred and twenty (120) days of receiving a bill from BLOOMING GROVE.
5. Liability. Each party shall be responsible its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.
6. Nondiscrimination. In the performance of the services under this Agreement, the Parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Parties further agree not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
7. Notice. Any notice or offer or demand required to be sent hereunder shall be sent by United States mail at the Parties' respective addresses set forth below. Each notice shall be deemed to have been received on the date of postmark, if sent by certified mail, postage prepaid, addressed to:

Name

Address

City of Madison

City Engineer
210 MLK Jr. Blvd., Room 115
Madison, WI 53703

Town of BLOOMING GROVE

Michael Wolf
Town Clerk
1880 South Stoughton Road
Madison, WI 53716

8. Final Agreement. This Agreement entered into by the Parties on this date constitute the entire agreement of the Parties with respect to the subject matter hereof, and may only be modified or supplemented by an additional writing between the Parties. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Agreement.

9. Construction. The Parties acknowledge that this Agreement is the product of negotiations between the Parties and that, prior to the execution hereof, each Party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against, any Party because that Party's attorney drafted this Agreement or any part hereof.

10. Miscellaneous.

- a. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.
- b. All addenda and exhibits attached to this Agreement shall be considered part of this Agreement and the terms and conditions in such addenda and exhibits shall be binding upon all parties.
- c. This Agreement is intended to benefit the parties hereto and their respective officials and shall not be construed to create any right or benefit on behalf of any person, firm, corporation or other entity not a party hereto.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their proper officers on the day and year written below.

FOR THE CITY OF MADISON

Paul Soglin, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael P. May, City Attorney

Date

FOR THE TOWN OF BLOOMING GROVE

Dwight Johnson, Town Chair

Date

Michael Wolf, Town Clerk

Date