

**AGREEMENT FOR THE INSTALLATION OF TRAFFIC CONTROL SIGNALS
AND STREET LIGHTS AT THE INTERSECTION OF
MINERAL POINT ROAD AND PIONEER ROAD**
Between Dane County and the City of Madison

THIS AGREEMENT, entered into by and between the CITY OF MADISON, a Wisconsin municipal corporation (hereinafter referred to as MADISON), and DANE COUNTY, a quasi-municipal corporation in the State of Wisconsin (hereinafter referred to as COUNTY), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

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

WHEREAS, under the terms of the Final City of Madison and Town of Middleton Cooperative Plan, Pioneer Road, from Valley View Road north to Old Sauk Road, will serve as the western boundary of MADISON through at least 2042, with MADISON development currently being proposed or already approved adjacent to Pioneer Road; and,

WHEREAS, Mineral Point Road (aka County Highway S) is partially the responsibility of the COUNTY; and,

WHEREAS, while the intersection of Pioneer Road and Mineral Point Road is currently in the Town of Middleton, MADISON and the COUNTY agree that it is desirable that traffic signals and street lights be installed and maintained at the Mineral Point Road & Pioneer Road intersection (the INTERSECTION) in order to improve traffic flow and promote safety; and,

WHEREAS, MADISON is agreeable to installing the traffic signals and street lights at the INTERSECTION, provided that its costs related to this work is fully reimbursed as provided for in this agreement; and,

WHEREAS, MADISON and COUNTY expect to enter into a separate agreement regarding the maintenance and operation of the traffic signals and street lights at the INTERSECTION.

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. Purpose. The sole purpose of this Agreement is to provide for the installation of traffic control signal equipment and street lights at the intersection of County Highway S (Mineral Point Road) & Pioneer Road.

2. Installation. MADISON agrees to complete the installation of traffic control signals and street lights at the INTERSECTION in accordance with plans prepared for Dane County. The cost of installation of said traffic control signals and street lights as stated in this agreement shall be the sum cost of equipment, labor, and engineering costs incurred by MADISON to finalize said installation
3. Dane County's Share. COUNTY agrees to pay MADISON 100 percent of MADISON's cost to install traffic signals and street lights at the INTERSECTION. COUNTY expects to execute a separate agreement with the Town of Middleton for cost sharing of these installation costs. If MADISON's cost to install the traffic signal and street lights is expected to exceed \$130,000.00, MADISON shall cease work and inform COUNTY. Upon COUNTY's written agreement to exceed this cost, work shall continue.
4. Payment. City shall prepare invoices for the installation costs of the traffic control signals and street lights. COUNTY shall pay MADISON within thirty (30) days after invoices are submitted by MADISON.
5. Liability. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
6. Non-Discrimination. In the performance of the obligations under this Agreement, the parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, 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, in violation of any state or federal law, against any subcontractor, or person who offers to subcontract on this Agreement, because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
7. Term. This agreement shall be in effect until terminated by either party. Either party may terminate this contract at any time, but only by giving the other party written notice, no less than six months in advance of the date of termination.
8. Joint Preparation. Each Party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than

the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9. Binding on Parties; Amendments. This Agreement shall be binding on the Parties hereto, and cannot be varied or waived by any oral representations or promise of any agent or other person of the Parties hereto unless the same is in writing and is signed by either the Parties or their authorized agents.
10. Third Party Rights. This Agreement is intended to be solely between the Parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.
11. Entire Agreement. The entire agreement of the Parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the Parties.
12. Compliance; Authority. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement, and that the person or persons executing this Agreement on its behalf is authorized to do so.
13. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, CITY and COUNTY have executed this Agreement effective as of the date when all parties hereto have affixed their respective signatures.

COUNTY OF DANE, WISCONSIN

Date Signed: _____

JOE PARISI, County Executive

Date Signed: _____

SCOTT McDONELL, County Clerk

FOR THE CITY OF MADISON

Satya Rhodes-Conway, 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

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES __-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 20__.