

**AGREEMENT FOR THE OPERATION AND MAINTENANCE OF TRAFFIC CONTROL
SIGNALS AND STREET LIGHTS**

Between the Village of Cottage Grove 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 the Village of Cottage Grove, a Wisconsin municipal corporation (hereinafter referred to as “Cottage Grove”), (Madison and Cottage Grove hereinafter collectively referred to as the “Parties”) 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, a key recommendation of the Madison Area Transportation Planning Board’s Regional Transportation Plan 2050 is to build a well-connected network of regional roadways to accommodate future growth and efficiently distribute traffic within the Madison Urban Area; and,

WHEREAS, Madison cannot effectively manage its own traffic without recognizing the impacts on its roadways from regional transportation; and,

WHEREAS, over time, Madison’s Traffic Engineering Division staff has developed local expertise in the installation and operation of traffic control signals and related equipment, and street lighting systems, and over time have been relied upon to assist other local municipalities in the installation, operation and maintenance of this equipment to ensure that the regional transportation network is properly functioning; and,

WHEREAS, it is in Madison’s interest, as way of strengthening and protecting the regional transportation network, to continue to work with our municipal neighbors to provide certain traffic engineering services, including the installation, maintenance and operation of traffic control signals and street lights, provided that Madison is fully reimbursed for these costs, Cottage Grove being willing to reimburse Madison for a percentage of costs, to the extent and in the manner set forth in this Agreement; and,

WHEREAS, the Parties wish to consolidate in a single document the provisions of a number of agreements previously entered into, for the same services at various locations.

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 purpose of this Agreement for the Operation and Maintenance of Traffic Control Signals and Street Lights (the “Agreement”) is to provide a mechanism for Madison to operate and maintain certain traffic control signals and street lights in Cottage Grove and to be fully reimbursed by Cottage Grove for the costs of these services.
2. Operation and Maintenance Services. Madison agrees to operate and maintain the traffic control signals identified on Table A and the street lights identified on Table B, both of which are attached and incorporated hereto, located in Cottage Grove. In the performance of these services, Cottage Grove shall accommodate any reasonable requests of Madison. Operation and maintenance of the traffic control signals and street lights shall be and remain under the direction and control of Madison.
3. Reimbursement of Expenses. Cottage Grove agrees to reimburse Madison for Madison’s expenses in operating and maintaining the traffic control signals and street lights, based upon the percentages set forth in Tables A and B. All costs of operation and maintenance of the traffic control signals and street lights incurred during normal maintenance, operation and repair, including engineering, liability insurance, and administration costs related to the equipment referenced in this Agreement, shall be subject to Cottage Grove reimbursement under this provision. All other costs for such matters as major reconstruction and rehabilitation not associated with normal repair, maintenance, and operation shall not be reimbursable except as provided for under a separate agreement or Cottage Grove-issued letter of authorization, if any.
4. Other Parties. Wherever the required Cottage Grove reimbursement set forth in Tables A and B is less than 100%, Madison may enter into an agreement with any other municipality or the State of Wisconsin for additional reimbursement, provided that in the event Cottage Grove reimbursement together with such other additional reimbursement exceeds 100% of allowable costs, any such excess shall be a credit against amounts due from Cottage Grove under this Agreement.
5. Payment. Reimbursement shall be remitted by Cottage Grove to Madison within thirty (30) days after invoices are submitted to Cottage Grove by Madison. Billings shall identify the reimbursable activity and its location, and shall be made on an annual basis.
6. Supersedes Prior Agreements. All previous agreements, written or unwritten, between the Parties relating to cost-sharing of any traffic signal or street light at any location listed in this Agreement are hereby terminated, and this Agreement supersedes any such agreement(s).
7. Record Keeping. Madison shall maintain records of its costs which shall be available for audit by Cottage Grove at any time during Madison's normal

business hours. Records of Madison's costs shall be retained for a three-year period following completion of the project or activity for which the costs were incurred.

8. Term. This Agreement shall continue indefinitely, until amended or terminated by either party.
9. Termination. Either party hereto may cancel this Agreement at any time on six months' advance written notice.
10. Relationship of Parties. Madison agrees to secure at Madison's own expense all personnel necessary to carry out Madison's obligations under this Agreement. Such personnel shall not be deemed to be employees of Cottage Grove nor shall they or any of them have or be deemed to have any direct contractual relationship with Cottage Grove.
11. 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.
12. 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.
13. 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:

<u>Name</u>	<u>Address</u>
City of Madison	Director of Traffic Engineering 215 MLK Jr. Blvd., Room 109 Madison, WI 53703
Village of Cottage Grove	Public Works Director 210 Progress Drive Cottage Grove, WI 53527

14. Final Agreement. This Agreement entered into by the Parties on this date constitutes 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.

15. 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.

16. Miscellaneous.

- a. 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.
- b. 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.

17. Counterparts; Electronic Delivery. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable

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

FOR THE VILLAGE OF COTTAGE GROVE



John Williams, Village President

12/16/2024
Date



Lisa Kalata, Village Clerk

12/16/2024
Date

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 Haas, 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__.

TABLE A
VILLAGE OF COTTAGE GROVE TRAFFIC SIGNAL REIMBURSEMENT SCHEDULE

LOCATION	COTTAGE GROVE SHARE (%)
County Highway BB (Cottage Grove Rd) & County Highway N (N Main St)	100%
County Highway BB (Cottage Grove Rd) & Buss Rd	100% (50%*)
County Highway BB (Cottage Grove Rd) & Damascus Tr	100% (50%*)
County Highway N (N Main St) & Gaston Rd/Commerce Pkwy	100% (50%*)
County Highway N (N Main St) & School Rd/E School Rd	100%

* COTTAGE GROVE share for traffic signals is expected to be reduced to the values shown with asterisks within parentheses after Dane County agrees that the traffic volumes at the intersections meet or exceed warrant for traffic signals as set forth in the “Manual on Traffic Control Devices” and agree to pay their share.

TABLE B
VILLAGE OF COTTAGE GROVE STREET LIGHTING REIMBURSEMENT SCHEDULE

LOCATION	COTTAGE GROVE SHARE (%)
County Highway BB (Cottage Grove Rd) & County Highway N (N Main St) - 8 Lights	100%
County Highway BB (Cottage Grove Rd) & Buss Rd - 4 Lights	100% (50%*)
County Highway BB (Cottage Grove Rd) & Damascus Tr - 4 Lights	100% (50%*)
County Highway N (N Main St) & Gaston Rd/Commerce Pkwy - 4 Lights	100% (50%*)
County Highway N (N Main St) & School Rd/E School Rd - 6 Lights	100%