

COST SHARING AGREEMENT BETWEEN DANE COUNTY AND THE CITY OF MADISON FOR THE ICE AGE JUNCTION TRAIL FROM BADGER PRAIRIE PARK TO CTH PD

THIS AGREEMENT, made and entered into by and between the County of Dane, a municipal corporation in the State of Wisconsin (hereinafter referred to as "COUNTY"), and the City of Madison, municipal corporation of the State of Wisconsin (hereinafter referred to as "CITY"), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, the COUNTY has completed the Ice Age Junction trail, a multi-use paved path from Badger Prairie Park in Verona to CTH PD in the city of Madison (the "Project"); and

WHEREAS, The Dane County parks and Open Space Plan includes an extension of the paved path north of CTH PD to north of Raymond Road and west of CTH M; and

WHEREAS, a portion of the path lies on CITY property, specifically Glacier Crossing Park in accordance with an easement granted to the COUNTY by the CITY dated July 8, 2008 and authorized by Resolution Enactment No. RES-08-00682, File ID No. 10207 adopted by the Common Council of the City of Madison on July 1, 2008; and

WHEREAS, maintenance responsibilities for the path are formalized in said easement agreement; and

WHEREAS, the cost of the Project is estimated at \$411,700 (not including the Verona Road underpass) and will be financed with approximately \$247,300 in Federal funds and the remainder in local funds; and

WHEREAS, the COUNTY has requested financial participation from the CITY in the amount of \$55,400 which represents approximately 14% of the Project costs; and

WHEREAS, the completed path will provide a benefit to residents of Madison for both recreational and transportation purposes; and

WHEREAS, pursuant to Section 66.0301 Wis. Stats., CITY and COUNTY wish to formalize arrangements for the Project's cost.

NOW, THEREFORE, the CITY and COUNTY agree as follows:

1. The COUNTY is responsible for management of Federal grants and compliance with all requirements thereof in connection with the construction of the paved multi-use path from Badger Prairie Park in Verona to CTH PD in the City of Madison
2. The CITY will contribute directly to the COUNTY a lump sum amount of \$55,400 to partially cover the local portion of Project costs, payable upon execution of this agreement.
3. The CITY and COUNTY agree to work together to jointly plan and develop an extension of the paved path from CTH PD to CTH M, contingent on inclusion in an approved budget.
4. During the term of this agreement, CITY and COUNTY, each for itself, agree to abide by its own affirmative action plan and in doing so to make all employment and service related decisions without regard to age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs and to provide equal opportunity including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. CITY and COUNTY agree to post in conspicuous places, available to all employees and applicants for employment, notices setting forth policies of the respective municipality as they relate to affirmative action and nondiscrimination. This listing of prohibited basis for discrimination shall not be construed to amend in any fashion state or federal

law setting forth additional basis, and exceptions shall be permitted only to the extent allowable in state or federal law.

5. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
6. Each party shall be responsible for injuries, claims, or losses arising from or caused by the acts or omissions of its agents or employees. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.

FOR THE COUNTY:

Date Signed: _____

Kathleen M. Falk, Dane County Executive

Date Signed: _____

Robert Ohlsen, Dane County Clerk

FOR THE CITY OF MADISON

Date Signed: _____

David J. Cieslewicz, Mayor

Date Signed: _____

Maribeth Witzel-Behl, City Clerk

Date Signed: _____

Dean Brasser, City Comptroller

Date Signed: _____

Michael May, City Attorney