

INTERGOVERNMENTAL AGREEMENT RELATING THE REMOVAL OF ON-STREET PARKING SPACES ON N. BROOKS STREET

Between the City of Madison and the Board of Regents of the University of Wisconsin System

THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter referred to as “Madison”), and the Board of Regents of the University of Wisconsin (“University”), is effective as of the date by which both parties have signed hereunder.

RECITALS

WHEREAS, the University has commenced construction on a new Letters & Science Academic Building (Levy Hall) at the southwest intersection of W. Johnson Street and N. Park Street (the “Project”). Following the completion of the Project, Clymer Place, a platted 16.5 foot wide right-of-way, running from N. Park Street west to N. Brooks Street, will serve as the main service access point for Levy Hall; and,

WHEREAS, in order to effectively use Clymer Place to serve Levy Hall, the University desires to have sufficient turning radius for trucks on N. Brooks Street. The necessary turning radius area currently includes up to four City-owned and maintained on-street metered parking spaces, which parking spaces are managed by the City’s Parking Division, a municipal utility owned and operated by the City as an enterprise fund; and,

WHEREAS, the City is agreeable to removing the aforementioned four on-street parking spaces needed by the University for the Levy Hall Project, provided that the City’s Parking Division is sufficiently made whole for the loss of these on-street parking stalls; and,

WHEREAS, normally the removal of parking stalls to serve development is addressed through the City’s development process and within the parameters of a developer’s agreement. However, the University generally does not enter into such agreements with the City for its developments, meaning that a separate agreement will be necessary for this purpose; and,

WHEREAS, Section 66.0301, Wisconsin Statutes, allows the State or any department or agency thereof and municipalities to contract with one another for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law, and the sharing of expenses arising therefrom; and,

WHEREAS, the Parties desire to formalize the agreement to remove the up to four parking spaces on N. Brooks Street to allow for the effective use of Clymer Place to service Levy Hall.

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 Intergovernmental Agreement Relating to the Removal of On-Street Parking Spaces on N. Brooks Street (the “Agreement”) is to detail the agreement between the City and the University (the “Parties”) regarding the removal of up to four on-

street metered parking spaces on N. Brooks Street to serve Levy Hall.

2. Parking Stalls. The four parking stalls that are the subject of this Agreement are depicted on Exhibit A to this Agreement.
3. Payment. The University agrees to pay the Parking Division the sum of \$44,331 per space to reimburse the Parking Division for the value of the metered parking spaces to the Division. Payment shall be made to the Parking Division, as noted below in Section 8.
4. Removal. Within thirty (30) days of receipt of payment from the University, and notification by the University that removal of the parking spaces is necessary, the City will remove the identified parking spaces.
5. No Parking. Following removal of the parking spaces, the City will convert the former parking spaces into no parking areas by applying yellow paint to the curbs and/or signage restricting parking. The City will maintain and enforce these areas as no parking areas, until such time as this Agreement is amended or Clymer Place is no longer needed to serve Levy Hall.
6. Amendment or Termination of Agreement. The University may unilaterally terminate this Agreement upon written notice to the City prior to making payment under Section 3. The Parties may amend this Agreement only upon the written agreement of both Parties.
7. Liability. Each party shall be responsible for 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 893.82 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.
8. Nondiscrimination. The Parties agree to abide by their own respective non-discrimination policies and procedures during the Term of this Agreement. Further, the Parties agree that this Agreement does not subject any Party to the other's jurisdiction for the administration of such matters.
9. Notice. Payment, and 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

Stefanie Cox, Parking Manager
City of Madison Parking Division
215 Martin Luther King, Jr. Blvd., Suite 109

Madison, WI 53703

University of Wisconsin-Madison

10. Final Agreement. The 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.
11. 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.
12. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of Madison or University shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by Madison or University therein. A waiver of any covenant, term of condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
13. Change in Law/Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable by a change in state or federal law, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term or provision was never part of the Agreement.
14. No Third Party Beneficiary. This Agreement is intended to be solely between Madison and University. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to this Agreement.
15. Conflict Resolution. The Parties pledge their good faith to resolve any concerns or disputes that arise regarding their respective obligations under this Agreement. Either party may at any time request a meeting with the other party to discuss a concern relating to this Agreement. Nothing in this section is intended to prevent either party from seeking any remedy available to it under this Agreement from a court of competent jurisdiction in Dane County, Wisconsin as described in Section 16. The Parties agree that specific performance is an appropriate remedy for any breach of this Agreement and that a party need not show that damages are not a sufficient remedy to obtain specific performance by the other party.

16. Enforcement. Any act by either party in violation of this Agreement shall be remedied by the courts of the State of Wisconsin. This Agreement is intended to provide both parties with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement.
17. Binding Effect. The parties have entered into this Agreement under the authority of Wis. Stat. § 66.0301(2). The parties agree that this Agreement shall be binding upon both parties.
18. 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.
19. 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 Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

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 UNIVERSITY OF WISCONSIN-MADISON

(NAME)
(TITLE)

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 Hass, City Attorney

Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES 24-_____,
ID No. _____, adopted by the Common Council of the City of Madison on _____, 2024.

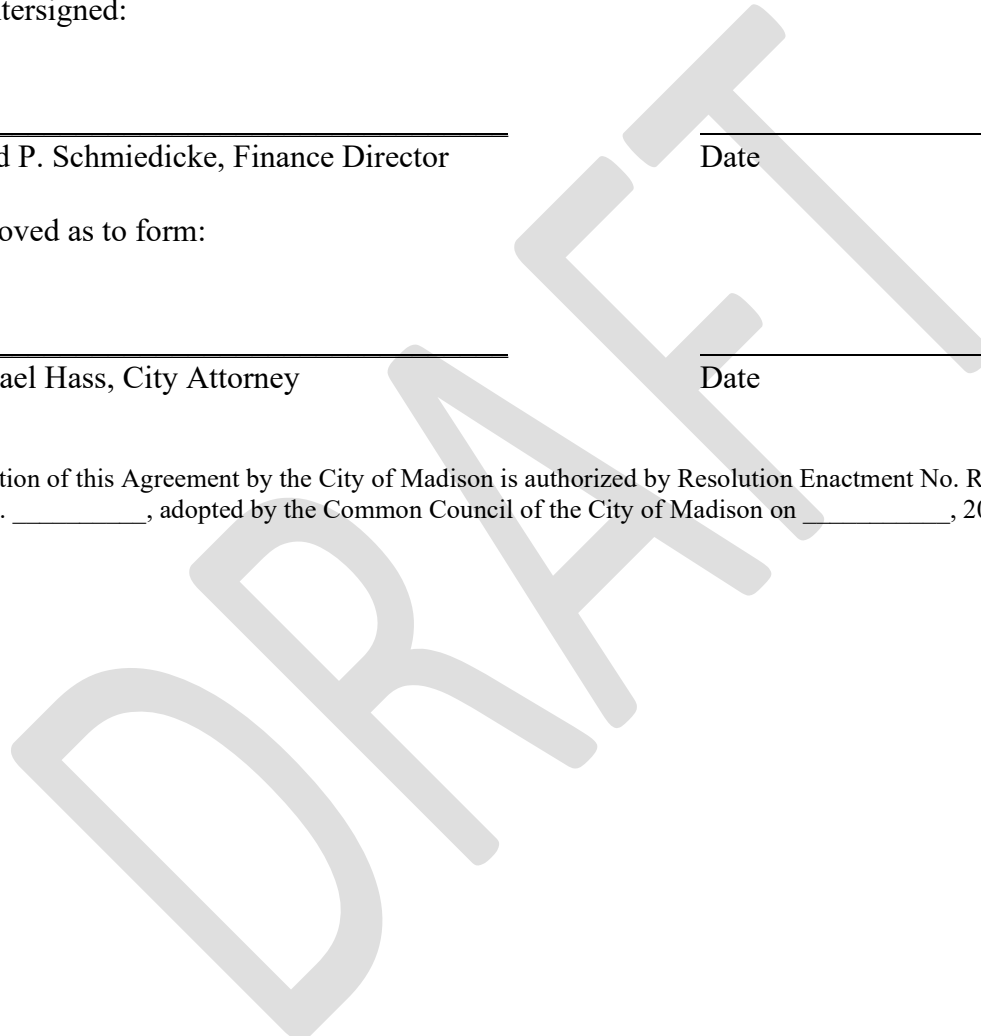


EXHIBIT A
Map Showing the Parking Spaces

