

**COST SHARING AGREEMENT BETWEEN THE CITY OF MADISON AND THE  
TOWN OF BLOOMING GROVE FOR THE RESURFACING OF  
WORTHINGTON AVE., POWERS AVE., AND THURBER AVE.**

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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 asphalt resurfacing of Worthington Ave from Rethke Ave. to Powers Ave.; Powers Ave. from Worthington Ave. to Thurber Ave.; and Thurber Ave. from Powers Ave. to N. Fair Oaks Ave., in conjunction with the replacement of MADISON's own sanitary sewer main located in BLOOMING GROVE right of way (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. MADISON shall resurface the roadway by pulverizing the existing road surface, shape the base course, and pave with asphalt the streets in the PROJECT area, a portion being in BLOOMING GROVE.
2. BLOOMING GROVE agrees to reimburse MADISON for the actual cost of the resurfacing. The Total Project Cost is estimated to be \$200,000.00. MADISON agrees to \$66,000.00 of the project cost and the estimated cost for BLOOMING GROVE is \$134,000.00.
3. Upon completion of the PROJECT, MADISON shall determine the final cost to BLOOMING GROVE. The final cost will be calculated based on final measured quantities and unit prices for items of work done within the PROJECT area.

Each party's total obligation under this agreement shall not exceed the Total Project 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. BLOOMING GROVE shall reimburse MADISON for BLOOMING GROVE's share of the PROJECT within one-hundred and twenty (120) days of receiving a bill from MADISON.
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:

<u>Name</u>	<u>Address</u>
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. 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 CITY OF MADISON

\_\_\_\_\_  
Satya Rhodes-Conway, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Countersigned:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

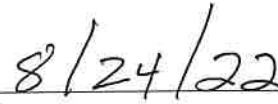
Approved as to form:

\_\_\_\_\_  
Michael R. Haas, City Attorney

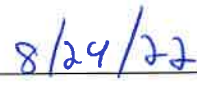
\_\_\_\_\_  
Date

FOR THE TOWN OF BLOOMING GROVE

  
\_\_\_\_\_  
Ron Bristol, Town Chair

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael Wolf, Town Clerk

  
\_\_\_\_\_  
Date