

**DRAFT AGREEMENT**  
**FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND STREET**  
**LIGHTS AT A NEW INTERSECTION OF THE BUS RAPID TRANSIT WEST**  
**TERMINAL AND JUNCTION ROAD**

Between Dane County and the City of Madison

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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 DANE COUNTY, 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**, MADISON wishes to install a traffic signal at the entrance to the Bus Rapid Transit West Terminal Station on Junction Road (County Highway M); and,

**WHEREAS**, County Highway M intersection is the responsibility of Dane County (the "COUNTY"); and,

**WHEREAS**, MADISON is willing to install, maintain, and operate the signal at MADISON's expense; and,

**WHEREAS**, COUNTY is agreeable to the signal installation, at no cost to the COUNTY, providing the COUNTY has input to signal timing and phasing as deemed necessary for public safety and facilitation of traffic movement.

**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 the Bus Rapid Transit West Terminal and Junction Road intersection.
2. Installation. MADISON agrees to complete the installation of traffic control signals and streetlights at the above named intersection in accordance with plans submitted Dane County and in accordance with the approved permit to work in highway right of way. The cost of installation of said traffic control signals and streetlights as stated in this agreement shall be borne by MADISON.

3. Dane County's Share. Because the signal at the Bus Rapid Transit West Terminal station is needed primarily for the safe operation of the BRT terminal station and residents using that station, the COUNTY will have no share in the installation or ongoing maintenance and operational costs of the signal.
4. 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.
5. 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.
6. This agreement shall be binding on the parties hereto, and their respective successors, and cannot be varied or waived by any oral representations or promises of any agent of the parties. Any change in any provision of this agreement may only be made by a written amendment, signed by the duly authorized agent or agents of the parties.
7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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.

**FOR THE CITY OF MADISON**

Date Signed: \_\_\_\_\_  
SATYA RHODES-CONWAY, Mayor

Date Signed: \_\_\_\_\_  
MARIBETH WITZEL-BEHL, City Clerk

Countersigned:

\_\_\_\_\_  
David PI Schmiedicke, Finance Director

Approved as to form:

\_\_\_\_\_  
Michael Haas, City Attorney

**COUNTY OF DANE, WISCONSIN**

Date Signed: \_\_\_\_\_  
JOE PARISI, County Executive

Date Signed: \_\_\_\_\_  
SCOTT McDONELL, County Clerk