

**AGREEMENT  
FOR A HYDROLOGIC REVIEW, SITE INVESTIGATION AND DESIGN SOLUTIONS FOR STORMWATER  
CONVEYANCE AT THE INTERSECTION OF THE CAPITAL CITY STATE TRAIL, BADGER STATE TRAIL,  
CANNONBALL TRAIL AND THE SOUTHWEST BIKE PATH**

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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 "MADISON"), and the City of Fitchburg, municipal corporation of the State of Wisconsin (hereinafter referred to as "FITCHBURG"), is effective as of the date by which both parties have signed hereunder.

**WITNESSETH:**

**WHEREAS**, the MADISON, FITCHBURG, and the COUNTY have determined that a hydrologic review, site investigation, and design of solutions for stormwater conveyance and ponds is necessary in the area of the intersection of the Capital City State Trail, Badger State Trail, Cannonball Trail and the Southwest Bike Path hereinafter referred to as "Project" (see Exhibit 1); and

**WHEREAS**, maintenance responsibilities for the paths and trails are still under other formalized agreements and easements; and

**WHEREAS**, pursuant to Section 66.0301 Wis. Stats., FITCHBURG, MADISON, and COUNTY wish to formalize arrangements for each parties share of the Local Costs of the Project;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, FITCHBURG, MADISON, and COUNTY do agree as follows:

1. The COUNTY will be responsible for soliciting consultant proposals through a Request for Proposals provided by MADISON and contract administration. MADISON will be responsible for Project management and coordinating the planning process with the Consultant, COUNTY, FITCHBURG and DNR.
2. The COUNTY, MADISON and FITCHBURG will equally share in the cost of the Project. The COUNTY, MADISON and FITCHBURG will each contribute \$20,000 directly to an agreed upon lump sum amount not to exceed \$60,000 to cover the local portion of Project costs, payable upon completion of the Project.
3. The COUNTY will be responsible for the payment of vendor invoices and accounting of project costs. MADISON and FITCHBURG will provide final payment of their agreed upon contribution to the COUNTY no more than 60 days from the completion of the project.
4. The Project is intended to start in April, 2019 and be completed by December, 2019.
5. When possible, portions of this Project will be used by the COUNTY for the Capital City Trail Phase 3 reconstruction project not to begin before 2020.
6. MADISON, COUNTY, and FITCHBURG agree to communicate regularly through the life of the Project with stakeholder partners including the Wisconsin Department of Transportation and Wisconsin Department of Natural Resources, and to convene at the completion of this Project to identify the preferred solution and to identify funding and implementation responsibilities.
7. 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.

8. 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.
9. 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.
10. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**FOR THE CITY OF FITCHBURG**

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Jason Gonzalez, Mayor

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Patrick Marsh, City Administrator

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Misty Dodge, Finance Director

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Valerie Zisman, City Attorney

**FOR THE CITY OF MADISON**

\_\_\_\_\_  
Paul Soglin, Mayor

Date \_\_\_\_\_

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

Date \_\_\_\_\_

Countersigned:

Approved as to form:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael P. May, City Attorney

\_\_\_\_\_  
Date

Execution of this Agreement by the City was authorized by Resolution Enactment No. RES-\_\_\_\_-\_\_\_\_\_, ID No. \_\_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_\_, 20\_\_\_\_\_.

**FOR THE COUNTY OF DANE**

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Joseph Parisi, Dane County Executive

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Scott McDonell, Dane County Clerk

# Exhibit 1

## AGREEMENT

**FOR A HYDROLOGIC REVIEW, SITE INVESTIGATION AND DESIGN SOLUTIONS FOR STORM-WATER CONVEYANCE AT THE INTERSECTION OF THE CAPITAL CITY STATE TRAIL, BADGER STATE TRAIL, CANNONBALL TRAIL AND THE SOUTHWEST BIKE PATH**

