

**AGREEMENT FOR THE OPERATION AND MAINTENANCE OF TRAFFIC  
CONTROL SIGNALS AND STREET LIGHTS ALONG CERTAIN COUNTY TRUNK  
HIGHWAYS**

Between the County of Dane 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 CITY), and the County of Dane, a quasi-municipal corporation in the State of Wisconsin (hereinafter referred to as COUNTY), (CITY and COUNTY hereinafter collectively referred to as PARTIES), 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 CITY wishes to obtain reimbursement of its costs related to its operation of a number of traffic signals and street lights located along county trunk highways, COUNTY being willing to reimburse CITY for a percentage of costs, to the extent and in the manner set forth in this Agreement; and,

WHEREAS the PARTIES wish to consolidate in a single document the provisions of a number of agreements previously entered into, for the same services at other locations along county trunk highways;

NOW, THEREFORE, in consideration of the mutual promises of the PARTIES herein contained, it is agreed as follows:

1. The PARTIES agree to provide for COUNTY reimbursement of part of CITY's expenses incurred in the operation and maintenance of traffic signals at the various intersections along those county trunk highways and other locations referred to in Table A, incorporated herein as though fully stated, according to the percentage formulae set forth in said Table A.
2. The PARTIES further agree to provide for COUNTY reimbursement of part of CITY's expenses incurred in the operation and maintenance of street lights at the various locations along those county trunk highways referred to in Table B, incorporated herein as though fully stated, according to the percentage formulae set forth in said Table B.
3. The PARTIES agree that the percentages to be paid by COUNTY are by reference to allowable costs. All costs of operation and maintenance, including engineering, liability insurance, and administration of the equipment referenced in this Agreement shall be borne by CITY, subject to COUNTY reimbursement of allowable costs.

4. Wherever the required COUNTY reimbursement is less than 100%, CITY may enter into an agreement with any other municipality or the State of Wisconsin for additional reimbursement, provided that in the event COUNTY reimbursement together with such other additional reimbursement exceeds 100% of allowable costs, any such excess shall be a credit against amounts due from COUNTY under this Agreement.
5. Reimbursement shall be remitted by COUNTY to CITY within thirty (30) days after invoices are submitted by CITY. Billings shall identify the reimbursable activity and its location, and shall be made on an annual basis.
6. For purposes of this Agreement, allowable costs are defined as costs incurred during normal repair, maintenance and operation.
7. All previous agreements between the PARTIES relating to cost-sharing of any traffic signal or street light at any location listed in this Agreement are hereby terminated, and this Agreement supersedes any such agreement(s).
8. CITY shall maintain records of its costs which shall be available for audit by COUNTY at any time during CITY's normal business hours. All other costs for such matters as major reconstruction and rehabilitation not associated with normal repair, maintenance, and operation shall not be reimbursable except as provided for under a separate agreement or COUNTY-issued letter of authorization, if any. Records of CITY's costs shall be retained for a three year period following completion of the project or activity for which the costs were incurred.
9. Operation and maintenance of the reimbursable activity shall be and remain under the direction and control of CITY. COUNTY shall in no way be liable by reason of the performance of such work other than for reimbursement of allowable costs as provided in this Agreement.
10. Absent the application of any provision of paragraphs 11, 12 or 13 below, this Agreement shall continue indefinitely.
11. Either party hereto may cancel this Agreement at any time on six months' advance written notice.
12. If, at some future date, CITY or another municipality having jurisdiction to do so should remove the county trunk designation, this Agreement shall thereupon immediately be terminated with respect to cost-sharing of equipment located along or on the highway so re-designated, without the necessity of any further act by either party.
13. CITY agrees to secure at CITY's own expense all personnel necessary to carry out CITY's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
14. 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.

15. Both PARTIES shall abide by their respective affirmative action policies and procedures during the term of this Agreement and any amendment, deletion, addition or modification of policies existing at the inception of this Agreement shall not be effective as against a party's obligations under this section unless approved by the other party in writing.
16. This Agreement is intended to be an agreement solely between the PARTIES hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or PARTIES, including but not limited to employees of either of the PARTIES.
17. The entire agreement of the PARTIES is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the PARTIES relating to the subject matter hereof. The PARTIES expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both PARTIES.
18. COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY. This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the PARTIES by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract 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 Contract 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 Contract, fully executed, shall be as valid as an original.

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 COUNTY OF DANE, WISCONSIN

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

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

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 P. May, City Attorney

\_\_\_\_\_  
Date

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

Table A  
Traffic Signal Reimbursement Schedule

CTH	LOCATION	Dane Share (%)
AB	Buckeye Rd / Service Road east of HWY 51	50*
BB	Coldsprings Road Intersection	50*
BB	Cottage Grove Road/Monona Intersection	50
BB	CTH "AB"/Lake Edge Blvd Intersection	75
BB	Damascus Trail Intersection	50*
BB	Dean Avenue Intersection	50
BB	Frost Woods Road Intersection	50
BB	Nichols Rd/Pflaum Rd Intersection	50
BB	North Star Drive Intersection	50*
BB	Owen Road Intersection	50*
BB	Sprecher Road Intersection	50
BW	Bridge Road Intersection	50
BW	CTH "BB" Intersection	100
BW	Fraizer Avenue Intersction	50
BW	Hoboken Road Intersection	50*
CC	CTH "MM" Intersection	75*
D	Ann Street/Emil Street Intersection	50
D	Badger Road Intersection	50
D	Caddis Bend Intersection	50
D	Cheryl Drive/Cheryl Parkway Intersection	50
D	Green Way Cross Intersection	50
D	Lacy Road Intersection	50
D	Pike Drive	50*
D	Post Road Intersection	50
D	Traceway Drive	67*
M	Blue Bill Park Drive Intersection	50
M	CTH "D" (Fish Hatchery Road) Intersection	100
M	CTH "K" Intersection	100
M	CTH "PD" Intersection	100
M	Liberty Drive/Thousand Oaks Trail Intersection	50*
M	Midtown Road Intersection	50
M	Old County HWY "PB" Verona	50
M	South Jug Handle with Mineral Point Road	75
M	Watts Road Intersection	67*
M	Woodland Drive Intersection	67

MC	CTH "MM" (Rimrock Road) Intersection	75
MC	Olin Avenue Intersection	50
MM	Alliant Energy Center Way	100
MM	Badger Road Intersection	50*
MM	Lacy Road Intersection	50
MM	McCoy Road Intersection	67
MM	Moorland Road Intersection	50
MM	Netherwood Street Intersection	50
MM	Rusk Street Intersection	50
MM	Wolfe Street Intersection	67*
MS	Capital Avenue Intersection	50
MS	Midvale Boulevard Intersection	50
MS	North Allen Boulevard Intersection	100
MS	Segoe Road Intersection	50
MS	Shorewood Boulevard Intersection	50
MS	Spring Harbor Road Intersection	67*
MS	Whitney Way Intersection	50
N	Commerce Parkway/Gaston Road Intersection	25*
PD	CTH "D" (Fish Hatchery) Intersection	100
PD	Fitchrona Road Intersection	50
PD	High Point Road Intersection	50
PD	Kapec Road/Nesbitt Road Intersection	50
PD	Manchester Road Intersection	50
PD	Maple Grove Road Intersection	50
PD	Muir Field Road	50
PD	Northern Lights Road Intersection	67*
Q	CTH "K" Intersection	100
S	Commerce Drive Intersection	67
S	D'Onofrio/Randolph Intersection	50
S	Gammon Road Intersection	50
S	Grand Canyon Drive Intersection	50
S	High Point Road Intersection	50
S	Island Drive Intersection	50
S	Midvale Boulevard Intersection	25
S	North Jug Handle with Junction Road	75
S	Pioneer Road Intersection	50
S	Rosa Road Intersection	50
S	Segoe Road Intersection	50
S	South Point Road/Bear Claw Way Intersection	50*
S	Westfield Road Intersection	50
S	Whitney Way Intersection	50

S	CTH "M"/Junction Road Intersection	75
T	Reiner/Sprecher Road Intersection	50
V	Morrisonville Rd/Evco Cir Intersection	50
V	River Road Intersection	50

\*Dane County percentage to apply after MUTCD Signal Warrants are met.

Table B  
Street Lights Reimbursement Schedule

		Dane Share
CTH	LOCATION	(%)
D	West Beltline Eastbound on/off ramps to Greenway Cross Intersection	50
D	East Beltline Westbound on/off ramps to Alrita Court Intersection	50
MC	Beltline to Rimrock Road	50
MC	Rimrok Road to Olin Avenue, including intersections at Rimrock and Olin	75
MC	Olin Avenue, Creek to westerly edge of Coliseum lot	50
MC	Olin Avenue, John Nolen to westerly edge of Coliseum Lot	75
MM	Rimrock Road	100
MS	North Allen Boulevard Intersection	50
MS	Whitney Way Intersection	50
MS	Capital Avenue Intersection	50
MS	Farley Avenue to Segoe Road	50
S	Segoe Road Intersection	50
M	MM Roundabout and all approaches	100