



**STATE/MUNICIPAL AGREEMENT
FOR AN URBANIZED AREA STP-
URBAN PROJECT**

Program Name: STP-Urban

Population Group: Greater than 200,000

Sub-program #: 206

Date: November 23, 2020

I.D.: 5992-08-47

Project Title: Pedestrian Bike Safety Education

Limits: City of Madison – 2022 – June 2023

County: Dane County

Roadway Length: N/A

Functional Classification: N/A

Project Sponsor: City of Madison

Urbanized Area: Madison MPO

The signatory, City of Madison, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility – N/A

Proposed Improvement - Nature of work: This is an administration and training program involving the coordination, and presentation of pedestrian and bicyclist safety education programs in Dane County schools and various venues in the City of Madison at large. The work includes assisting with program implementation and public presentations; collecting and assisting in evaluating data; and coordinating the activities of Pedestrian-Bicycle Monitors, parents, and volunteers as they relate to the program activities. The work is performed under the direct supervision of the Pedestrian-Bicycle Safety Coordinator who reviews the work for compliance with established departmental policies and objectives and provides programmatic direction and content.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements:

None.

The Municipality agrees to the following 2018 -2022 Urbanized Area STP-Urban project funding conditions:

Project Planning & Administration costs are funded with 80% federal funding up to a maximum of **\$83,595** for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$83,595 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2022. **In accordance with the State’s sunset policy for Urbanized Area STP Urban projects, the subject 2018 - 2022 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2019, or by June 30, 2024.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 5992-08-47		Maximum			
Planning & Administration	\$104,500	\$83,595	80%*	\$20,905	20% + BAL
State Review	\$0	\$0	80%	\$0	20% + BAL
Total Est. Cost Distribution	\$104,500	\$83,595	80%*	\$20,905	N/A

*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is **\$83,595** for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 4 - 6) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Madison** (Please sign in blue ink.)

BY: _____ Date _____
Michael Haas
City Attorney

BY: _____ Date _____
Satya Rhodes-Conway
Mayor

BY: _____ Date _____
David Schmiedicke
Finance Director

BY: _____ Date _____
Maribeth Witzel-Behl,
City Clerk

BY: _____ Date _____
Eric Veum
Risk Manager

Signed for and in behalf of the State:

Name _____ Title _____ Date _____

[Terms and Conditions begin on the following page.]

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All applicable DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin’s approved 2018 - 2022 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. Funding the administration and training for bicycle safety education programs in Dane County schools and other venues in the City of Madison.
5. The work will be administered by the State and may include items not eligible for Federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of

costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

- 7. Work necessary to complete the 2018 - 2022 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. None.
- 8. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
- 9. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
- 10. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
- 11. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2018 - 2022 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2019, or by June 30, 2024.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
- 12. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

LEGAL RELATIONSHIPS:

- 13. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 14. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 15. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

16. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
17. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

18. Non-Appropriation of Funds: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
19. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

20. The Municipality agrees to the following 2018 - 2022 Urbanized Area STP-Urban project funding conditions:

ID 5992-08-47: This is a Planning & Administration project with the objective of: This is an administration and training program involving the coordination, and presentation of pedestrian and bicyclist safety education programs in Dane County schools and various venues in the City of Madison at large. The work includes assisting with program implementation and public presentations; collecting and assisting in evaluating data; and coordinating the activities of Pedestrian-Bicycle Monitors, parents, and volunteers as they relate to the program activities. The work is performed under the direct supervision of the Pedestrian-Bicycle Safety Coordinator who reviews the work for compliance with established departmental policies and objectives and provides programmatic direction and content. This project is funded with 80% federal funding when the municipality agrees to provide the remaining 20%, and any additional funds above the maximum federal limited amount. This portion of the project is subject to the project federal funding limit (**see sub-item a.**).

Non-participating Costs for this project are funded 100% by the Municipality.

- a. Project Federal funding limit: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$83,595**. This federal funding limit applies to all federally funded project phases.

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