

Dane County Contract Cover Sheet

Revised 01/2022

Res 058

Dept./Division	Highway & Transportation		
Vendor Name	City of Madison	MUNIS #	1384
Brief Contract Title/Description	Cooperative Agreement for the East-West Bus Rapid Transit Project between the City of Madison and Dane County		
Contract Term	01/01/22 - 12/31/22		
Contract Amount	N/A		

Contract # Admin will assign	14777
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Tricia Rast	Name	Maribeth Witzel-Behl
Phone #	608.266.4065	Phone #	608.266.4601
Email	rast@countyofdane.com	Email	clerk@cityofmadison.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Req # N/A	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input checked="" type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	058
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Rast, Tricia	Digitally signed by Rast, Tricia Date: 2022.06.07 07:34:20 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 6/6/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, June 8, 2022 1:28 PM
To: Hicklin, Charles; Rogan, Megan; Pabellon, Carlos; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14777
Attachments: 14777.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 6/8/2022 2:23 PM	Approve: 6/8/2022 2:23 PM
	Rogan, Megan	Read: 6/8/2022 1:39 PM	Approve: 6/8/2022 1:39 PM
	Pabellon, Carlos	Read: 6/8/2022 1:28 PM	Approve: 6/8/2022 1:31 PM
	Lowndes, Daniel		Approve: 6/8/2022 2:54 PM
	Stavn, Stephanie	Read: 6/8/2022 3:04 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14777

Department: Highway

Vendor: City of Madison

Contract Description: Cooperative Agreement for East-West Bus Rapid Transit Project (Res 058)

Contract Term: 1/1/22 – 12/31/22

Contract Amount: \$0

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

1 **2022 RES-058**

2 **COOPERATIVE AGREEMENT FOR THE EAST-WEST BUS RAPID TRANSIT PROJECT**
3 **BETWEEN THE CITY OF MADISON AND DANE COUNTY**

4
5 Representatives of the City of Madison have initiated the East-West Bus Rapid Transit
6 (BRT) Project. Although the BRT will provide less service in parts of the urban area, the
7 project will connect destinations through the Madison Urban Area and will provide
8 improved transit access within an area of high ridership, numerous activity centers, and
9 increasing reinvestment in business centers and neighborhoods.

10
11 The project is located partly on CTH MS / University Avenue from Segoe Rd to Shorewood
12 Blvd which is Dane County's jurisdiction.

13
14 Dane County will not be contributing funding for this project. The agreement will permit the
15 City of Madison to install and operate BRT facilities within Dane County's jurisdiction
16 including providing necessary utility infrastructure and maintenance.

17
18 NOW THEREFORE BE IT RESOLVED that the County Executive and the County Clerk be
19 authorized and directed to execute this cooperative agreement on behalf of Dane County,
20 with the City of Madison.

21

**COOPERATIVE AGREEMENT
FOR THE EAST-WEST BUS RAPID TRANSIT PROJECT BETWEEN
THE CITY OF MADISON AND COUNTY OF DANE**

THIS AGREEMENT is made and entered into by and between Madison of Madison, a Wisconsin municipal corporation (“Madison”) and the County of Dane, a Wisconsin quasi-municipal corporation (“County”).

WITNESSETH:

WHEREAS, Madison and County (the “Parties”) rank improvement of public transportation as a high priority; and,

WHEREAS, Metro Transit, Madison’s transit provider (“Metro”), already provides local bus service throughout the Madison Urban Area; and,

WHEREAS, Madison and County have a common interest in the development of a system of Bus Rapid Transit (“BRT”) lines to serve the Madison Urban Area; and,

WHEREAS, Madison has initiated the East-West Bus Rapid Transit project, Madison’s planned 15-mile rapid transit service, to be operated by Metro, connecting major employment, education, and recreation destinations through the Madison Urban Area (the “Project”); and,

WHEREAS, the Project will provide improved transit access within an area of high ridership, numerous activity center activity centers, and increasing reinvestment in business centers and neighborhoods; and,

WHEREAS, the Project is located partly on University Ave. (aka CTH MS) which is partially under County’s highway jurisdiction; and,

WHEREAS, Madison, and other State and municipal partners, intend to cooperate to assure maximum effectiveness of this joint effort; and,

WHEREAS, Madison has developed a Locally Preferred Alternative Report dated January 2021 (“LPA”), which report is incorporated herein by reference; and,

WHEREAS, an updated BRT alignment map with probable stations is attached hereto as Attachment 1 and incorporated herein by reference; and,

WHEREAS, a BRT Responsibility Matrix (“Matrix”) is attached hereto as Attachment 2 and incorporated herein by reference; and,

WHEREAS, the Project has been accepted into the Project Development phase of the FTA’s Small Starts funding program and received a “Medium-High” rating in the May 2021 President’s Annual Report on Funding Recommendations for Fiscal Year 2022 Capital Investment Grants Program budget awaiting congressional appropriation; and,

WHEREAS, funding for the Project has been approved in Madison’s 2022 adopted budget.

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. Scope of Agreement. The purpose of this Agreement is to provide a coordinated and unified approach for the BRT route that is under the County’s jurisdiction on CTH MS/University Avenue from Segoe Road to Shorewood Boulevard. Under this Agreement, County will be authorizing Madison, at Madison’s cost, to install and operate BRT facilities within County’s highway jurisdiction, including providing necessary utility infrastructure for this purpose.
2. Application of Federal Transit Administration Requirements. This Agreement and activities pursuant to this Agreement are subject to the requirements of the Federal Transit Administration (FTA) regulations and related agreements authorized by 49 USC 5301 et seq, or other applicable Federal legislation. This Agreement and any amendments or modifications may be subject to the review by the FTA. Contracts for all goods and services under this Agreement related to BRT implementation must meet FTA contracting requirements including any contracts expending funds proposed to match federal funds. The use of any federal funds through the Wisconsin Department of Transportation (WisDOT) or FTA will require compliance with the Master Agreement between the City and the FTA to the lowest applicable tier of subcontractors. The FTA Master Agreement between the City and the FTA is on file in the administrative offices of the City and is incorporated herein by reference (“FTA Master Agreement”). Future modification to the FTA Master Agreement will be appended to and replace the current FTA Master Agreement. In the event of a conflict between the FTA Master Agreement and this Agreement, the applicable term of FTA Master Agreement shall control. The current federal FTA contract provisions attached hereto as Attachment 3 (“FTA Contract Provisions”) and incorporated herein by reference, shall be attached as a rider to every third party architecture engineering or construction contract entered into pursuant to this Agreement by either party that requires reimbursement from FTA funds or that will be used as local share to match FTA funds.
3. Obligations of County. County agrees to take the certain actions identified hereafter.
 - a. Work cooperatively with Madison to implement the Project.
 - b. Grant permission, to the extent necessary, for Madison to use University Ave. right-of-way for the purposes of the Project.
 - c. Allow infrastructure within County’s highway jurisdiction that is covered by this Agreement and that will be owned by Madison available for transit purposes for not less than the Useful Life of the improvements. The “Useful Life and Maintenance Responsibilities” are set out in Attachment 4, attached hereto and incorporated herein by reference. County understands that these components carry

a federal interest for their life or until the FTA approves the disposition of the assets, and repayment to the FTA by Madison may be necessary if any asset is disposed prior to the end of its Useful Life.

- d. Allow Madison to design and construct Project stations/stops, shelters, signals, pavement and streetscape improvements and related improvements located within County's highway jurisdiction.
- e. Cooperate with Madison in the securing of any County resolutions, permits, authorizations, adoption of ordinances and approvals as may be required by the State of Wisconsin or the FTA.
- f. If all appropriate regulatory issues have been addressed, issue approvals as required to accomplish the goals of this Agreement.
- g. Madison shall provide day-to-day inspection of the Project improvements, including those located within County's highway jurisdiction. Any improvements to be owned by County, including but not limited to traffic signals, pavement improvements, and sidewalk, shall also be periodically inspected by Madison for general compliance with the Project's approved plans, regulations and requirements. Upon request, County agrees to assist Madison with resolving any on site issues with Project Improvements located within County's highway jurisdiction to assure general compliance with County's regulations and requirements.
- h. If necessary and allowed for under the electrical service rules, County shall allow Madison access to electrical power for BRT stations through County's traffic signal controllers and/or lighting owned and maintained by County at locations identified as the Stations and at future locations as added by Metro for improved transit service, provided that Madison reimburses County for the actual cost of the electrical power consumed by Metro. A separate meter shall be installed to determine Madison costs.
- i. Authorize Madison to deploy Traffic Signal Priority ("TSP") on University Ave. for use by the BRT system.
- j. Authorize Madison to install, operate and maintain a fiber and communication network for traffic signal networking within right-of-way under County's highway jurisdiction.
- k. Authorize Madison to install electronic Ticket Vending Machines (TVMs) at BRT stations within County's highway jurisdiction at no cost to County. These TVMs will dispense bus passes and provide a convenient way for transit riders to purchase tickets prior to bus arrival. County authorizes Madison to install TVMs at these locations within County's highway jurisdiction. Madison shall retain all TVM proceeds. Revenues generated from FTA funded TVMs shall be utilized solely for transit purposed in accordance with FTA regulations.

1. Pending funding availability, County may authorize Madison to install conductive concrete in and around BRT stations. Conductive concrete (heat transferring concrete) may be installed at transit boarding locations to improve pedestrian safety by quickly melting snow and ice. Some concrete pavement locations may also be placed with conductive concrete to reduce snow and ice removal long term maintenance. All costs of installation and maintenance shall be the responsibility of Madison.

4. Obligations of Madison. Madison agrees to take the certain actions identified hereafter:
 - a. Take all reasonable and appropriate measures to authorize the use of Madison Adopted Budget approved funds as the required local match to FTA grant funds.
 - b. As project sponsor, Madison shall manage, procure, award and construct improvements in accordance with the responsibility matrix (Attachment 2).
 - c. Design and construct traffic signal upgrades along the Project corridor as required in accordance with the final design; extent of improvements shall be limited to the amount stated in the Project Budget.
 - d. Coordinate with County on establishing East-West BRT Traffic Signal Priority (TSP) on University Ave. within County's highway jurisdiction, the cost of installing, maintaining and upgrading any TSP equipment to be borne by Madison, unless otherwise agreed to by the Parties.
 - e. Operate and maintain, at no cost to County, unless otherwise expressly agreed upon, Metro's BRT vehicles, transit centers, mobility hubs, stations/stops, shelters, TVMs, charging equipment, and other passenger amenities provided specifically for BRT operations and funded under this or other agreements. Maintenance includes snow clearing, trash pickup and cleaning as applied to the above facilities created or utilized for this project. City shall be responsible for providing necessary liability insurance for the BRT system.
 - f. Provide final design and construction for all BRT stations, stops, park and rides, terminals, shelters, streetscape, and related BRT improvements as identified in the Matrix.
 - g. Coordinate development of sidewalk and streetscape concepts and plans including submission of the plans for review and approval prior to installation for those Project improvements to be made within County.
 - h. Construct street improvements within County's highway jurisdiction in accordance with the Project's final design plans; improvements shall include but not be limited to those necessary to improve the overall ride of BRT buses and provide a sound staging area at bus stops; extent of improvements shall be limited to the amount stated in the Matrix and the Project Budget.

- i. Madison may adjust planned BRT and public improvements for BRT as necessary to meet transit operation needs, maintain the projects within available funding, or other considerations, including, but not limited to, developing agreements with third parties for purposes of completing transit oriented economic development projects.
 - j. Obtain County approval of all plans for any improvements within County Highway jurisdiction.
 - k. Obtain county permits, as necessary, for any work within County Highway jurisdiction.
5. BRT Development and Special Provisions. Madison and County further agree to cooperate as follows:
 - a. With respect to portions of the East-West BRT project that are within the jurisdiction of other regional municipalities or governmental entities, Madison shall secure separate intergovernmental agreements in accordance with its standard practice and custom for final acceptance by the impacted party.
 - b. Madison and County shall comply with the special provisions outlined in Exhibit A.
6. Financing for BRT Improvements. The Project is to be funded substantially with Federal grant funds and is subject to the Federal Transit Administration requirements. This Agreement is contingent upon the receipt of such Federal funds.
 - a. At the time of execution of this Agreement the BRT Budget is estimated at \$166,000,000.00, based on estimates set forth in Attachment 6 (“East-West BRT Budget”) and incorporated herein by reference. Madison anticipates securing FTA Section 5309 Small Starts funding totaling \$83,000,000 (50.0%), \$21,182,545 (12.76%) from FTA Section 5307 Urbanized Formula funds, \$4,630,560 (2.79%) from FTA Section 5339b Bus Facilities Funding, and local matching funds, and \$37,474,400 (22.57%) in local funds and contributions from Madison.
 - b. As final design is completed on the various Project improvements, the East-West BRT Budget may be adjusted. Madison may, at its discretion, determine scope and budget adjustments for Project improvements to maintain costs within available funding. Madison shall provide updates to County as adjustments to the Project Budget may occur.
 - c. Madison reserves the right to adjust implementation of any work authorized under this Agreement to match available FTA funding. Any changes shall comply with federal and state highway standards.
 - d. Dane County is not providing financial resources to this project and shall not be responsible for any direct or indirect costs incurred to design, construct or maintain the project.

7. Term. This Agreement shall become effective upon execution and shall remain in full force and effect until the earlier of (i) termination pursuant to Section 16, “Defaults and Remedies; Termination”, or (ii) one year after the Useful Life of any improvement constructed under the provisions of this Agreement. It is acknowledged by the Parties that the terms and conditions of any FTA funding requires that any work undertaken with the use of FTA funds must be maintained in a fashion to preserve the life of the improvement.
8. Maintenance of Improvements. Any improvements funded by FTA shall be maintained and made available to transit use during the Useful Life of such improvements as set forth in Attachment 4. Changes to improvements necessary to the success of the execution of BRT operations, shall not be modified without appropriate communication and agreement with Madison. The Useful Life defines the maintenance responsibilities of each improvement and the duration each improvement must be maintained in good, safe and useful condition. Any improvements not addressed in the Useful Life will be the subject of subsequent amendments to this Agreement.
9. Liability. Each party shall be responsible for 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.
10. Insurance. The parties to this Agreement shall follow their own respective policies and regulations regarding insurance requirements.
11. No Gratuities and Kickbacks.
 - a. Gratuities. No party to this Agreement has or will offer or give any Madison or County employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a contract requirement or purchase request, influencing the content of any specification or procurement standard rendering of advice, investigation, auditing or any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor;
 - b. Kickbacks. Madison and County certify that no payment, gratuity, offer of employment or benefit has been or will be made by or on behalf of or solicited from any third party contractor under a contract to Madison or County as an inducement for the award of a subcontract or order in connection with the subject matter of this Agreement.

12. Conflicts of Interest. Madison and County each certify that no officer or employee of Madison or County has, or will have, a direct or indirect financial interest in this Agreement which is incompatible with the officer's or employee's discharge of official duties in the public interest, and that no officer or employee of Madison or County, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Madison or County in this Agreement.
13. Prohibition Against Contingent Fees. No party to this Agreement will employ or retain any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies. For breach or violation of this warranty, Madison and County shall each have the right to annul this Agreement without liability or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
14. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Wisconsin. The Parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within Dane County, State of Wisconsin and the Parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
15. Compliance With Laws. Madison and County and each of their Contractors shall comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement in addition to those laws, ordinances and regulations specifically identified in this Agreement. Madison, at its own expense, shall secure all occupational and professional licenses and permits for the BRT implementation from public or private sources necessary for the fulfillment of the obligations under this Agreement.
16. Defaults and Remedies; Termination.
 - a. A party to this Agreement shall be in default of this Agreement upon the happening of any of the following events:
 - i. Upon the levy of any attachment or execution of any process of a court of competent jurisdiction which does or will interfere with the performance of Madison or County under this Agreement, and which attachment, execution or other process of such court is not enjoined, vacated, dismissed, or set aside within a period of thirty (30) days after entered;
 - ii. Upon the suspension or revocation of any act, power, license, permit, or authority that has the effect of preventing and stopping Madison or County from performing under this Agreement.
 - b. Upon the happening of any one or more of the events as set forth in this section or upon any other default or breach of this Agreement, written notice shall be provided to the defaulting party specifying the default. Following receipt of such notification,

counsel for each party, along with at least one principal officer/employee of each party having the authority to bind their respective party, shall promptly meet and confer in an effort to resolve any dispute. If despite their good faith effort to resolve the dispute, the parties fail to resolve the dispute within fifteen (15) calendar day of the original notice of asserted default, then the alleged defaulting party shall have a period of thirty (30) days to cure such default.

- c. No party shall be deemed to be in default in its performance under this Agreement where nonperformance is due to an unavoidable delay. Unavoidable delay means any circumstance beyond the reasonable control of the party which causes a delay in performance under this Agreement including, without limitation, war, strikes, lock-outs, riots, floods, earthquakes, fires, acts of terrorism, casualties, labor disputes, embargoes, tornadoes, acts of God or any other causes beyond the reasonable control of the parties.
 - d. No party shall be deemed to be in default in its performance under this Agreement where nonperformance is due to delays from regular transportation management activities including construction, maintenance, emergency routing, changes to travel patterns or any other regularly occurring or anticipated activity.
 - e. This Agreement may be terminated by either party with notice to the other party in the event that the federal funds identified herein are no longer available.
17. Waiver. No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such other party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. Each party reserves unto itself the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of its rights and remedies under this Agreement irrespective of any waiver granted.
18. Rights and Remedies Cumulative and Not Exclusive. All rights and remedies granted to the parties herein and any other rights and remedies which any party may have at law and in equity are hereby declared to be cumulative and not exclusive and the fact that such party may have exercised any remedy without terminating this Agreement shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which such party may be otherwise entitled.
19. Anti-Discrimination.
- a. The Parties agree to abide by their own respective non-discrimination policies and procedures during the term of this agreement. Further, the parties agree that this

agreement does not subject either party to the other's jurisdiction for the administration of such matters.

- b. For work described in this Agreement and funded through the FTA, a Disadvantaged Business Enterprise (“DBE”) will be afforded every opportunity to participate. If certain components of the BRT project are assigned DBE goals, Madison and County will make good faith efforts to utilize certified DBE firms in carrying out their respective duties and obligations under this Agreement.

20. Audit.

- a. Madison and County auditors, along with WisDOT and FTA, shall have the right to audit this Agreement and all books, documents and records relating to thereto;
- b. Madison and County shall maintain all books, documents and records relating to this Agreement during the term of the Agreement;
- c. The books, documents and records of Madison and County, in connection with this Agreement shall be made available to Madison and County auditors, WisDOT and FTA for inspection and audit within ten (10) days after written request shall be made to Madison or County.

21. 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.

22. Severability of Provisions. Except as specifically provided herein, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the Parties.

23. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their assigns, transferees and successors in interest, provided no party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other parties.

24. Representations and Warranties. Madison and County each certify that they have the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.

25. Notices. Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered personally or deposited in

the United States Mail, either certified or registered mail, postage prepaid, overnight delivery service, return receipt requested, or by facsimile, addressed as follows:

City: Director of Transportation
City of Madison, Dept. of Transportation
215 Martin Luther King, Jr. Blvd., Suite 109
Madison, WI 53703

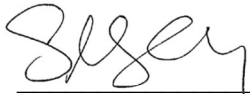
With a copy to:
Transit General Manager
Metro Transit System
1145 E Washington Avenue
Madison, WI 53703

County: Dane County Highway and Transportation
2302 Fish Hatchery Rd.
Madison, WI 53713

26. Amendment. This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement and any such action shall be subject to the provisions related to the FTA as set forth above.
27. Miscellaneous. Each party to this Agreement agrees to perform any further acts and deliver any additional documents which may be reasonably requested to carry out the provisions of this Agreement. In the event any part, term or provisions of this Agreement shall be declared illegal or in conflict with any law, rule or regulation, the validity of the remaining portion, terms or provisions shall not be affected thereby. The terms and conditions contained herein constitute the entire agreement of the parties and supersede all prior written and oral agreements and understandings relating to the subject matter hereof. The captions at the beginning of each Section are used for convenience only and are not be used in attempting to construe any part of this Agreement. Unless the context indicated otherwise, words importing the singular number shall include the plural and words of masculine gender shall be deemed and construed to include the feminine and neuter genders and vice versa.
28. 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 duly executed this instrument the day and year first above written.

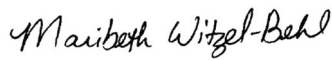
FOR THE CITY OF MADISON



Satya Rhodes-Conway, Mayor

06/01/2022

Date



Maribeth Witzel-Behl, City Clerk

05/23/2022

Date

Countersigned:



David P. Schmiedicke, Finance Director

05/31/2022

Date

Approved as to form:



Michael R. Haas, City Attorney

5/31/22

Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES- 22-00105 , ID No. 68965 , adopted by the Common Council of the City of Madison on Feb. 1 , 2022 .

FOR DANE COUNTY

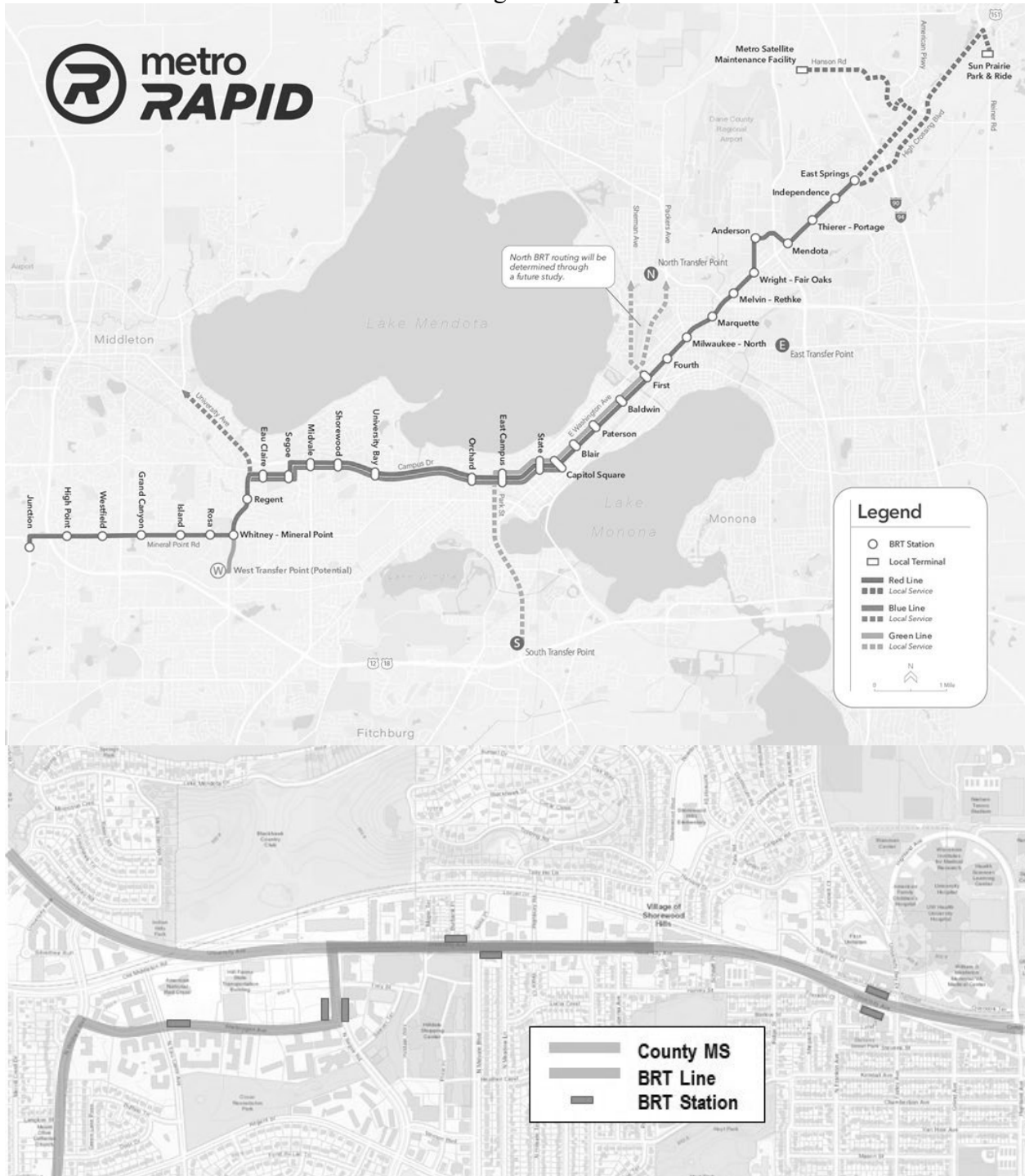
Joseph T. Parisi, Dane County Executive

Date

Scott McDonell, Dane County Clerk

Date

ATTACHMENT 1 BRT Alignment Map



ATTACHMENT 2
BRT Responsibility Matrix

	Maintenance Responsibility	Local Match Capital Funding Responsibility	Initial Construction/ Procurement Responsibility	Future Reconstruction Responsibility*
Station Platform	Madison	Madison	Madison	Madison
Bicycle Racks	Madison	Madison	Madison	Madison or Shorewood Hills
Ticketing Equipment	Madison	Madison	Madison	Madison
All-weather Display (real-time boarding info)	Madison	Madison	Madison	Madison
Fiber Internet Connection	Madison	Madison	Madison	Madison or Shorewood Hills
Electric Utility Service	Madison	Madison	Madison	Madison or Shorewood Hills
Snow Removal – Platform	Madison	NA	NA	NA
Landscaping	Madison	Madison	Madison	Madison or Shorewood Hills
Signage	Madison	Madison	Madison	Madison

ATTACHMENT 3
FTA Contract Provisions

To be determined if necessary

ATTACHMENT 4
Useful Life and Maintenance Responsibilities

Useful Life Projections and Maintenance Responsibilities

Improvement	Projected Useful Life (for FTA Purposes)	Maintenance &/or Replacement Responsibility (for duration of Useful Life)
Ticket Vending Machine	12	Madison
Station		Madison
Station Electrical, Communications Lines, and Related Equipment	30	Madison
Bicycle Racks	20	Madison
Sidewalks	20	Madison

ATTACHMENT 5
Anticipated Schedule of BRT Development

Fall of 2021	Appropriation of Funds for BRT in City Budgets
Spring 2022	Completion of Environmental Document
Spring/Summer 2022	Procurement of Buses
Summer 2022	FTA Small Starts Agreement
Fall 2022	BRT Contract 1
Winter/Spring 2023	BRT Contract 2
Summer 2023	BRT Contract 3
Winter 2024	Substantial Completion
Spring 2024	Training and Testing
Summer 2024	Begin Revenue Operations

ATTACHMENT 6
Anticipated East-West BRT Budget

<u>Cost</u>	
Roadway	48,995,499
Stations and Right of Way	55,795,323
Vehicles	61,209,179
<u>Total</u>	<u>166,000,000</u>
<u>Funding</u>	
Prior State & Fed Grant	7,012,544
Madison	28,019,965
Madison Land	13,000,000
Other Local Contributions	700,000
Federal Sources	115,813,105
Debt Service*	1,454,386
<u>Total</u>	<u>166,000,000</u>

**Prior to Revenue Service funded from operating budget*

EXHIBIT A
Special Conditions of Coordination Agreement

In addition to those conditions set forth in the Coordination Agreement as it relates to the Project and the development of Madison's BRT system, Madison and Dane County further agree to the following special conditions:

1. Dane County authorizes Madison to use right of way and facilities under Dane County's highway jurisdiction for the purposes of the BRT system.
2. Dane County authorizes Madison to install, within right of way under Dane County's highway jurisdiction, the infrastructure needed to provide BRT service through Dane County and to the Madison Urban Area, as set forth the Project plans.
3. Dane County authorizes Madison to install and provide any utility or communication infrastructure within right of way under Dane County's highway jurisdiction needed to serve the BRT system. Madison shall be responsible for any Digger's Hotline compliance and for relocating any existing utilities as necessary.
4. Madison, or its contractor(s), agrees to obtain any necessary permits or approvals from Dane County that would otherwise be needed to perform the work associated with the Project.
5. Madison, at its own expense, shall repair any damage to the roadway or right of way which may occur as a result of installation of the Project and restore such facility to its original condition.
6. Design and construction of the Project shall comply with ASHTO, MUTCD and Wisconsin FDM standards.
7. Dane County shall not be responsible for any costs associated with construction, maintenance or administration of the Project.