

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee
INITIATED BY



11/30/2021
DATE DRAFTED

Authorizing an Intergovernmental Cooperation Agreement Paving Peace Trail 2021-2022

WHEREAS, this Agreement is entered into by and among the County of Rock County, a political subdivision of the State of Wisconsin (hereinafter "County"), (hereinafter individually "Party" and collectively "Parties") and the City of Janesville, a Wisconsin Municipal Corporation (hereinafter "City").

WHEREAS, the PEACE TRAIL (hereinafter "Trail"), an off-road biking and hiking trail, originates in the City of Janesville and terminates at Big Hill Park in the City of Beloit; and

WHEREAS, the parties have entered into a mutual cooperation agreement to complete the TRAIL project; and

WHEREAS, the City has paved the Trail to Tripp Road, and the remaining segment to South Walters Road remains limestone; and

WHEREAS, it is the desire of the Parties to provide a paved trail system from Janesville to Beloit; and

WHEREAS, the County has applied for a 50/50 matching grant through the State of Wisconsin Department of Natural Resources, and the Rock Trail Coalition has an anonymous donor to fund a portion of the total project, and in-kind donations from local businesses; and

WHEREAS, the parties believe this cooperative project will be a great addition to the trail system in Rock County;

NOW, THEREFORE, BE IT RESOLVED, upon the consideration of the mutual promises contained herein, it is agreed by and amongst the County and the City as follows:

SECTION 1 – PURPOSE

The purpose of this Agreement is to establish the mutual desire to cooperate together to undertake the paving of the PEACE TRAIL, which resides in each jurisdiction, through grant opportunities, monetary donations, in-kind donations, and County and City funding.

SECTION 2 – ACTIVITIES

1. Each Party agrees to the following:

1. The City shall provide funding to the County for the completion of the approximately 8,300' (Eight Thousand Three Hundred feet) of Trail, the City has agreed to maintain.
2. The County agrees to facilitating the project scope in the entirety, without assistance from City field workforces.

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SECTION 3– FUNDING

Funding to pay for the development of the trail is as follows:

A. The City agrees to paying an amount not to exceed \$45,000, the amount needed to match the WDNR grant award. Said funding is available in previously borrowed Note Issuance.

B. The remaining funding shall come from grants, donations, and the County.

SECTION 4 – PROGRAM ADMINISTRATION

Rock County shall provide overall administration of the development of the Trail, with assistance from the City Parks Division Administration.

SECTION 5 – AMENDMENT, WAIVER

No amendment or waiver of the provisions of this Agreement shall be effective unless the same shall be in writing, approved, and signed by the legal authority of each of the affected Parties.

SECTION 6 – ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understating of the parties hereto with respect to the subject matter herein and supersedes all prior agreements and understandings of the Parties hereto relating to the subject matter herein.

SECTION 7 – CONFLICTING AGREEMENT

In case of any conflict between this Agreement and any other document, this Agreement shall control.

SECTION 8 – ARBITRATION

In the event that the Parties are unable to agree with respect to any action to be taken pursuant to the Agreement, or any matter or issue arising under, or dispute concerning, this Agreement, then any of the Parties may elect to submit the issue to arbitration in accordance with Chapter 788 of the Wisconsin Statutes. Each Party will be responsible for its own costs, fees, and expenses arising from such arbitration including, but not limited to, legal representation. Any costs, fees, and expenses for the arbitrator involved in said arbitration will be borne equally by all three Parties involved.

SECTION 9 - LIMITATION OF LIABILITY

None of the Parties to this Agreement shall be liable to the other Party or Parties for any action or failure to act or for any error of judgment, negligence, mistake, or oversight whatsoever on the part of such Party or such Party's agents, officers, or employees with respect to any transaction or omission arising from and/or pertaining to the Agreement, provided such Party has acted in good faith and has not been guilty of gross negligence or willful misconduct.

SECTION 10 - DURATION OF THIS AGREEMENT

The term of this Agreement commences on the date of execution and will remain in force for the time used to complete the Trail project. Parties shall not have the opportunity to terminate or withdraw from this Agreement should such factors exist, such as grant funding is not realized, private donations do not exist, or the County cannot fulfill the obligation to complete the project.

Each Party has authorized this Agreement and attests that this Agreement is executed by its respective chief executive officer or authorized official.

BE IT FURTHER RESOLVED by the Rock County Board of Supervisors this 16th day of December, 2021, that the Board does hereby authorize an Intergovernmental Cooperation Agreement Paving Peace Trail and to operate and maintain or cause to be operated and maintained the project for its intended purpose;

BE IT FURTHER RESOLVED that the Rock County Board of Supervisors authorizes the Parks Manager to act on behalf of Rock County to sign documents; and the necessary action to undertake, direct and complete the approved project.

Respectfully submitted,

PUBLIC WORKS COMMITTEE

/s/Rick Richard

Rick Richard, Chair

/s/Mary Mawhinney

Mary Mawhinney, Vice-Chair

/s/Mike Mulligan

Mike Mulligan

/s/Yuri Rashkin

Yuri Rashkin

/s/Bob Yeomans

Bob Yeomans

PARKS ADVISORY COMMITTEE

/s/Floyd Finney

Floyd Finney

/s/Dean Paynter

Dean Paynter

/s/Tom Presny

Tom Presny

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01, 59.51 and 66.0301, Wis. Stats.

s/Richard Greenlee

Richard Greenlee
Corporation Counsel

FISCAL NOTE:

A funding source and a budget amendment resolution will be needed to appropriate funds for the County's share of the project.

/s/Sherry Oja

Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith
County Administrator

Committee Action