

CONDUIT USE AGREEMENT
CITY OF MILWAUKEE and the COUNTY OF MILWAUKEE

THIS AGREEMENT is made and entered into by and between the CITY OF MILWAUKEE, hereinafter called "CITY", a municipal corporation, and the COUNTY OF MILWAUKEE, hereinafter called "COUNTY", its successors and assigns, relating to the design, installation, and construction of a subduct for a fiber optic connection through the CITY Conduit System between the County Courthouse and the Medical Examiner's Complex.

NOW, THEREFORE, in consideration of the mutual promises of each entity made to the other, the fulfillment of the terms and conditions, agreements, and understanding hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

The subduct for a fiber optic connection be designed, installed, and maintained in the CITY Conduit System.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. Milwaukee hereby agrees:

- (a) That the CITY will, through its Public Works Department and other appropriate and necessary agents of the CITY, design and construct the subduct system that connects through the CITY Conduit System. The total estimated amount for design and construction is \$6,000. To be deposited with the CITY.
- (b) That the CITY, as will bill the COUNTY annually for the total cost of the length of the conduit run of 295.5 feet at \$1.95 per foot per Chapter 98 as a class 2a installation.
- (c) That the CITY, will only supply the conduit route and subduct between COUNTY buildings.
- (d) That the CITY, at its own expense, will provide routine maintenance responsibility for conduit integrity
- (e) In the event that the total design and construction costs are less than the initial deposit, the CITY will refund the difference to the COUNTY.

II. The COUNTY hereby agrees:

- (a) That the COUNTY will pay for the total cost of the design and construction of the installation of the subduct.

(b) That the COUNTY will pay for the total cost of the design and construction of the installation, termination and the testing of the fiber optic cable in the subduct.

(c) That the CITY, at its own expense, will provide routine maintenance responsibility for conduit integrity.

Canal Street Shop – 286-3682
Engineering Office – 286-3248

III. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed, only the materials installed by the CITY shall become the property of the CITY.

IV. Payments

All payments due under this agreement shall be paid within sixty (60) days after receipt of an invoice.

V. Liability

Each party agrees to indemnify, defend and save harmless the other, as well as their officers, directors, employees and agents, from, and against any and all liability for injuries or damages to persons or property arising out of their own performance or failure to perform the provisions of this Agreement.

VI. Duration

This Agreement shall continue and be in force indefinitely unless terminated on six (6) months written notice by either agency to the other.

This agreement supersedes, rescinds, and replaces any and all previous agreements which may have been entered into by the CITY and the COUNTY regarding the design, construction, operation and maintenance of the design, installation, and construction of a subduct for a fiber optic connection through the CITY Conduit System between the County Courthouse and the Medical Examiner's Complex.

IN WITNESS WHEREOF, the undersigned on behalf of the CITY of Milwaukee affix their hands and seals this ____ day of _____, 2011.

CITY OF MILWAUKEE

COMMISSIONER OF PUBLIC WORKS

CITY COMPTROLLER

CITY ATTORNEY

IN WITNESS WHEREOF, the undersigned on behalf of the COUNTY OF
MILWAUKEE affix their hands and seals this ____ day of _____, 2011.

COUNTY OF MILWAUKEE

BY: _____

MDP