

AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Milwaukee, a municipal corporation, hereinafter called "The City" and the Milwaukee County Department of Parks, Recreation and Culture, hereinafter called "Parks Department" relating to the design construction, operation, and maintenance of the traffic control signals and related traffic control devices at the intersection of West Kinnickinnic River Parkway and South 43rd Street.

NOW, THEREFORE, in consideration of the mutual promises of each governmental agency made to the other and other good and valuable considerations and the fulfillment of the terms and conditions, agreements, and understanding hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

The traffic control signals at the intersection of West Kinnickinnic River Parkway and South 43rd Street are to be designed, constructed, operated, and maintained.

The constructed signals shall be substantially as shown on the Infrastructure Services Division Drawing No. F-01- -T.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

1. The City of Milwaukee hereby agrees:
 - (a) That it will, through its Infrastructure Services Division and other appropriate and necessary agencies of the City of Milwaukee, at the intersection of South Kinnickinnic River Parkway and South 43rd Street, install traffic control signals and related traffic control facilities and design, construct, and install traffic control signals, including necessary underground conduit and related traffic control devices substantially as shown on the Infrastructure Services Division Drawing No. F-01- -T and pay two-thirds (2/3) of the total cost subject to payment of one-third (1/3) of the total cost by the Parks Department as hereinafter set forth. Estimated cost of construction, \$50,100, estimated cost of design, \$4,900.
 - (b) That it will assume routine maintenance responsibility (lamp removal, cleaning, lens replacement, traffic control signal and control cabinet painting, controller service, detector service, etc.) for the entire control signal installation, and will pay the cost of such maintenance.
 - (c) That it will make all necessary repairs and replacements to equipment that fails to operate properly as a result of normal wear and deterioration and will pay the cost of said repairs and/or replacements.

- (d) That it will make all necessary repairs and replacements to equipment damaged by accident, vandalism, or acts of God, and will pay two-thirds (2/3) the cost of any such repairs and replacements that are deemed by the City Attorney to be otherwise non-compensable, and within sixty (60) days of completion of said work bill the Parks Department for one third (1/3) the cost of repairing said damages.

If damaged by accident or vandalism, the City Attorney may pursue damages against the responsible person(s) and reimburse the Parks Department for the amount paid upon recovery.

- (e) That it will make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, or changed intersection geometry, and will pay two-thirds (2/3) of the cost of any such equipment additions or revisions, and within sixty (60) days of completion of said work bill the Parks Department for one-third (1/3) the cost of said additions or revisions.
- (f) That it will obtain concurrence from the County Parks prior to equipment additions or revisions for which cost participation by the Parks Department would be required.
- (g) That it will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions.

II. The Milwaukee County Parks Department hereby agrees:

- (a) That it will pay one-third (1/3) the total cost of the design and construction of traffic control signals and related facilities at the intersection of West Kinnickinnic River Parkway and South 43rd Street.
- (b) That as subscriber for service with Wisconsin Electric Power Company, it will pay for the cost of operation (electrical energy) of the traffic control signals at the intersection of West Kinnickinnic River Parkway and South 43rd Street.
- (c) That the City is to perform routine maintenance to all traffic control signal equipment as indicated in I. (b), necessary repairs and replacements to all traffic control signal equipment which fails to function as indicated in I. (c), necessary repairs and replacements to all traffic control signal equipment which is damaged as indicated in I. (d) and any necessary equipment additions or revisions as indicated in I. (e). Milwaukee County Parks agrees to pay one-third (1/3) the cost of repairs as indicated in I. (d) and I. (e), when billed by the City.

- (d) That the Parks Department promptly notify the City of Milwaukee Infrastructure Services Division, (at one of the phone numbers listed below), of any damage, lamp outage, lens breakage, or seeming malfunction of traffic control signal equipment or related traffic control devices, and confirming said telephone repair immediately thereafter by written report.

Canal Street Shop – 286-3682
Engineering Office – 286-3232 or 286-5162

- (e) That Milwaukee is to perform all work related to the operation of traffic control signals at this intersection after the construction has been completed as outlined in this agreement, except that the Parks Department will take any such immediate emergency measures as may need to be taken when City forces are not present and the public safety may be in jeopardy.
- (f) That Milwaukee shall operate and adjust the traffic signal controllers in such a manner as to best meet prevailing traffic conditions determined by the City of Milwaukee, Infrastructure Services Division.

III. Ownership and Responsibility

After the removal and replacement work outlined in this agreement is completed, all of the materials installed 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 of same.

V. Liability

The City shall be required to request layouts of the Parks Department's underground structure and facilities before performing work of such a nature that existing underground facilities must be avoided. The City shall be required to take precautionary measures to avoid damage to such underground facilities.

The Parks Department shall supply the City with a complete record of the existing underground material structure at the intersection and any change or revision thereto as may take place in the future. In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of traffic control facilities at intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against any other agency.

VI. Duration

This contract shall continue and be in force indefinitely unless terminated on six (6) months written notice by either agency to the other, provided, however, that no obligation or duty whatsoever arises under this contract on the part of the City.

This agreement supersedes, rescinds, and replaces any and all previous agreements which may have been entered into by the City and the Parks Department regarding design, installation, reconstruction, operation, and maintenance of traffic control signals and related facilities at the intersection of West Kinnickinnic River Parkway and South 43rd Street.

IN WITNESS WHEREOF, the undersigned on behalf of the City of Milwaukee affix their hands and seals this _____ day of _____, 2001.

Signed and Sealed in the presence of

CITY OF MILWAUKEE, A MUNICIPAL CORPORATION

MAYOR

CITY CLERK

COMPTROLLER

IN WITNESS WHEREOF, the undersigned on behalf of the Parks Department affix their hands and seals this _____ day of _____, 2001.

Signed and Sealed in the presence of

MILWAUKEE COUNTY PARKS DEPARTMENT

DIRECTOR

CJF:dle

(TRAFFIC AGREEMENT-KK RVR PKWY-S 43-CJF)