

**AGREEMENT FOR TRAFFIC SIGNALS AT
WEST FOND DU LAC AVENUE AND WEST MILL ROAD**

THIS AGREEMENT is made and enter into between Milwaukee County ("County"), a body corporate and the City of Milwaukee ("City"), a municipal corporation relating to the design, construction, operation, and maintenance of the traffic control signals and related traffic control facilities at the intersection of West Fond du Lac Avenue and West Mill Road ("Intersection").

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

IT IS MUTUAL AGREED by and between the parties that:

Traffic control signals are to be designed, constructed, operated and maintained at the Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

- I. The City hereby agrees:
- (a) That it will, through its Public Works Department and other appropriate and necessary agencies of the City, design and construct traffic control signals and related traffic control facilities at the Intersection and will pay one half (1/2) the total cost of such design and construction.
 - (b) That the County as subscriber for service with WE Energies, will pay the total cost of energy for the traffic control signals at the Intersection.
 - (c) That it will assume routine maintenance responsibility (lamp renewal, cleaning, lens replacement, traffic control signal and control cabinet painting, controller service, detector service, etc.) for the entire traffic control signal installation and will pay the cost of said maintenance.
 - (d) That it will make all necessary repairs and replacements to equipment that fails to function property as a result of normal wear and deterioration and will pay the cost of said repairs and/or replacements.
 - (e) That it will make all necessary repairs and replacements to equipment damaged by accident, vandalism, or acts of God, and will pay one half (1/2) 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 County for one half (1/2) the cost of repairing said damages.

- (f) 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 one half (1/2) the cost of any such equipment additions or revisions, and within sixty (60) days of completion of said work bill the County for one half (1/2) the cost of said additions or revisions.
- (g) That it will obtain concurrence from the County prior to equipment additions or revisions for which cost participation by the County would be required.
- (h) That it will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined in collaboration with the County.
- (i) If discovered by County forces, the County agrees to promptly notify the City through its Public Works Department, (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

II. The County hereby agrees:

- (a) That it will share the total cost of design and construction for the traffic control signals at the Intersection with the City, including necessary underground conduit and related traffic control facilities. The County agrees to pay one half (1/2) the cost of such design and construction.
- (b) That as subscriber for service with WE Energies, the County agrees to pay the total cost of energy for the traffic control signals at the Intersection.
- (c) That the City is to perform routine maintenance for the entire traffic control signal installation as indicated in I. (c), necessary repairs and replacements to all traffic control signal equipment which fails to function as indicated in I. (d), necessary repairs and replacements to all traffic control signal equipment which is damaged as indicated in I. (e) and any necessary equipment additions or revisions as indicated in I. (f). The County agrees to pay for one half (1/2) the cost of repairs as indicated in I. (e) and I. (f), when billed by the City.
- (d) That the City is to perform all work related to the operation of the traffic control signals at the subject intersection, including engineering, except such immediate emergency measures as may need to be taken when City forces are not present and the public safety may be in jeopardy.
- (e) That the City shall operate and adjust the traffic signal controllers in such a manner as to best meet prevailing traffic conditions determined by the City Public Works Department, in collaboration with the County.

- (f) If discovered by County forces, the County agrees to promptly notify the City through its Public Works Department, (at the phone numbers listed on page 2), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

IV. Ownership and Responsibility

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

V. Liability

The City shall request layouts of the County underground structures and facilities before performing work of such 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 County shall supply the City with a complete record of the existing underground material structures 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 the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the 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. Payments

After completion of the signal installation, the County and City representatives will together inspect the signal installation for acceptance. Upon acceptance by the two agencies, a complete accounting of the costs for design and construction shall be conducted. Each agency shall then be required to pay their share of the total costs as indicated in I. (a) and II. (a).

VII. Duration

This agreement shall continue and be in force indefinitely unless terminated on six (6) months written notice by one agency to the others. If no new agreement is reached, the City agrees to remove the equipment within 30 days. If the equipment is removed, the City agrees to pay for one half (1/2) of the cost of such removal and the County agrees to pay for one half (1/2) the cost of such removal.

This agreement supersedes, rescinds, and replaces any and all previous agreements which may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

IN WITNESS WHEREOF, the undersigned on behalf of the Milwaukee County affix their hands and seals this

_____ day of _____, 2003

Signed and Sealed in the presence of

MILWAUKEE COUNTY,
A BODY CORPORATE

Notary Public
Commission expires:

Director of Public Works

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

_____ day of _____, 2003

Signed and Sealed in the presence of

CITY OF MILWAUKEE,
A MUNICIPAL CORPORATION

Notary Public
Commission expires:

Commissioner of Public Works