

AGREEMENT FOR TRAFFIC SIGNALS AT
WEST SILVER SPRING DRIVE (CTH "E") AND NORTH 91st STREET

THIS AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Milwaukee, a municipal corporation, hereinafter called "The City", relating to the operation and maintenance of the traffic control signals and related traffic control facilities at the intersection of West Silver Spring Drive (CTH "E") and North 91st Street.

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 MUTUALLY AGREED by and between the parties that:

Traffic control signals be operated and maintained at the Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. The County hereby agrees:

- (a) That the City as subscriber for service with Wisconsin Electric Power Company, will pay the total cost of energy for the traffic control signals at the Intersection.
- (b) 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.
- (c) That it will make all necessary repairs and replacements to equipment that fails to function 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 one half (1/2) the cost of any such repairs and replacements that are deemed by the County Corporation Counsel to be otherwise non-compensable, and within sixty (60) days of completion of said work bill the City for one half (1/2) the cost of repairing said damages.

If damaged by accident or vandalism the County Corporation Counsel may pursue damages against the

responsible person(s) and reimburse the City 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 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 City for one half (1/2) the cost of said additions or revisions.
- (f) That it will obtain concurrence from the City prior to equipment additions or revisions for which cost participation by the City 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 as determined in collaboration with the City.
- (h) If discovered by City forces, the City agrees to promptly notify the County 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.

Highway Maintenance Section 257-6566

II. The City hereby agrees:

- (a) That as subscriber for service with Wisconsin Electric Power Company, the City agrees to pay the total cost of energy for the traffic control signals at the Intersection.
- (b) That the County is to perform routine maintenance for the entire traffic control signal installation 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 additions or revisions as indicated in I.(e). The City agrees to pay for one-half (1/2) the cost of repairs as indicated in I.(d) and additions or revisions as described in I.(e), when billed by the County.
- (c) That the County 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 County forces are not present and the public safety may be in jeopardy.

- (d) That the County shall operate and adjust the traffic signal controllers in such a manner as to best meet prevailing traffic conditions determined by the County Public Works Department, in collaboration with the City.
- (e) If discovered by City forces, the City agrees to promptly notify the County through its Public Works Department, (at the phone number 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 work outlined in this agreement is completed, all of the materials installed shall become the property of the County.

V. Liability

The County shall request layouts of the City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County 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 work indicated in I.(e), the County and City representatives will together inspect the work for acceptance. Upon acceptance by the two agencies, a complete accounting of the costs for the work shall be conducted. Each agency shall then be required to pay their share of the total costs as indicated in I.(e) and II.(b).

All payments due under this agreement shall be paid within thirty (30) days after receipt of an invoice of same.

VII: Duration

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

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 _____, 20__.

Signed and Sealed in
the presence of

MILWAUKEE COUNTY,
A BODY CORPORATE

Director of Public Works

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

_____ day of _____, 20__.

Signed and Sealed in
the presence of

CITY OF MILWAUKEE,
A MUNICIPAL CORPORATION

Commissioner of Public Works