

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, hereinafter called the "County" relating to the design, installation, reconstruction, operation, and maintenance of the traffic control signals and related traffic control devices at the intersection of West Good Hope Road (CTH P) and North 107th 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 West Good Hope Road (CTH P) and North 107th Street are to be operated and maintained.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

1. The City of Milwaukee hereby agrees:
 - (a) That the County, as subscriber for service with WE Energies, will pay for the cost of operation (electrical energy) of the traffic control signals at the intersection.
 - (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 traffic 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 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.

If damaged by accident or vandalism, the City Attorney may pursue damages against the responsible person(s) and reimburse the County 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) of 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.
- (f) That it will obtain concurrence from the County prior to equipment additions or revisions for which cost participation by the County 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.
- (h) That, if discovered by County forces, the County agrees to promptly notify the City of Milwaukee Infrastructures 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 confirm said telephoned repair immediately thereafter by written report.

Canal Street Shop – 286-3482
Engineering Office – 286-3232 or 286-5162

II. The Milwaukee County hereby agrees:

- (a) That it will pay one-half (1/2) the total cost of the design and construction of traffic control signals and related facilities at the intersection..
- (b) That it, as subscriber for service with WE Energies, will pay for the cost of operation (electrical energy) of the traffic control signals at the intersection.
- (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 agrees to pay one-half (1/2) the cost of repairs as indicated in I. (d) and I. (e), when billed by the City.

- (d) That, if discovered by County forces, the County agrees to notify the City of Milwaukee Infrastructure Services Division, (at one of the phone numbers listed in I. (h)) of any damage, lamp outage, lens breakage, or seeming malfunction of traffic control signal equipment or related traffic control devices, and confirm said telephoned repair immediately thereafter by written report.
- (e) That the City is to perform all work related to the operation of traffic control signals at this intersection, except that the County 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 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 of Milwaukee, Infrastructure Services Division.

III. Ownership and Responsibility

After the 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 County'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 County 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 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 accessed 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 County regarding design, installation, reconstruction, operation, and maintenance of traffic control signals and related facilities at the intersection of West Good Hope Road (CTH P) and North 107th Street.

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

COMMISSIONER OF PUBLIC WORKS

IN WITNESS WHEREOF, the undersigned on behalf of the County affix their hands and seals this ____ day of _____, 2003.

Signed and Sealed in the presence of

MILWAUKEE COUNTY

DIRECTOR

KAW:dle

(TRAFFICSAGREEMENTS-KAW)