

AGREEMENT BETWEEN THE CITY OF MILWAUKEE
AND THE CITY OF WAUWATOSA

Agreement between the City of Milwaukee, hereinafter called "Milwaukee", and the City of Wauwatosa, hereinafter called "Wauwatosa", relating to the construction of traffic control facilities at the intersection of W. Bluemound Road and N. 68th Street;

In consideration of the mutual promises of each community made to the other and other good and valuable considerations and the fulfillment of the terms and conditions, agreements, and understandings hereinafter set forth, it is mutually agreed and understood by and between the two communities that uniform traffic control facilities shall be designed, constructed and maintained at those intersections previously described and substantially as shown on Traffic and Lighting Design Unit's Drawing Numbers **F-14-XXX-T**. Conditions of this agreement are to be as follows:

- I. Milwaukee agrees to the following:
 - a. That the intersection will be reconstructed in 2014 as part of the Zoo Interchange Reconstruction Project with all costs for this work paid for by the Wisconsin Department of Transportation. That it will, through its Infrastructure Services Division and other appropriate and necessary departments of Milwaukee, design, construct and maintain subject to payment of cost by Wauwatosa as hereinafter set forth, traffic control signals, including necessary underground conduit and related traffic control devices as necessary in the future due to roadway paving projects, utility construction etc. The City of Milwaukee will collaborate with Wauwatosa concerning the design and construction of traffic control facilities where payment by Wauwatosa is required.
 - b. Milwaukee will perform routine maintenance (lamp renewal, cleaning, lens replacement, controller services, etc.) for both traffic control signal installations and will

pay for zero percent (0%) of this cost for the intersection of W. Bluemound Road and N. 68th Street.

- c. Milwaukee will make all necessary repairs and replacements to equipment which is damaged or which fails to function properly, and will pay zero percent (0%) of this cost at the intersection of W. Bluemound Road and N. 68th Street.
 - d. Milwaukee will provide prompt estimates of costs for repair of damaged traffic signal facilities to Wauwatosa for the purpose of collection of funds from the responsible parties.
- II. Wauwatosa agrees to the following:
- a. Wauwatosa agrees to pay one-hundred percent (100%) of the total cost of future engineering, installation and construction of the traffic control facilities installed and reimburse the Commissioner of Public Works of Milwaukee, the sum equal to the proportional share for the City of Wauwatosa's cost of such work.
 - b. Wauwatosa agrees that Milwaukee is to perform routine maintenance, as listed under "l.b.", and agrees to pay one-hundred percent (100%) of this cost, including labor, material, and maintenance equipment services, for the intersection of W. Bluemound Road and N. 68th Street.
 - c. Wauwatosa agrees that Milwaukee is to perform necessary repairs and replacements to all traffic control signal equipment which is damaged or which fails to function properly, and agrees to pay one-hundred percent (100%) of this cost including the cost of labor, material and maintenance equipment services, for the intersection of W. Bluemound Road and N. 68th Street.
 - d. Wauwatosa agrees to be the subscriber for the electric service at this intersection and pay one-hundred percent (100%) of the cost of the electric service.

- e. Wauwatosa agrees to notify Milwaukee and its Infrastructure Services Division (at one of the numbers listed below) of any damage, lamp outage, lens breakage, or seeming malfunction of traffic control signal equipment or related traffic control devices.

Traffic Signal Shop – 286-3682

Engineering Office – 286-3232 or 8070

- f. Wauwatosa agrees that Milwaukee is to perform all work related to the operation of traffic control signals at the subject intersection after the installation has been completed and placed in operation, as outlined in this agreement, except such immediate emergency measures as may need to be taken.
- g. Wauwatosa agrees that Milwaukee shall operate and adjust the traffic signal controller in such a manner as to best meet prevailing traffic conditions as determined in collaboration with the Wauwatosa Engineering and Operations Administrator.
- h. Wauwatosa agrees to pay one-hundred percent (100%) of the cost of any replacement or addition of control equipment necessary because of revised operational patterns for the intersection of W. Bluemound Road and N. 68th Street.

III. OWNERSHIP AND RESPONSIBILITY.

After installation, all of the materials installed shall become property of the municipality in which it is installed.

IV. PAYMENTS.

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

V. LIABILITY.

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

Wauwatosa shall supply Milwaukee with a complete record of existing underground structures and facilities as such change or revision are made.

In the event any person or persons make claim for injury or damages arising from an alleged malfunctioning of the said traffic control facilities, both municipalities shall defend against such claims. In the event that any such claim is based in a street defect (Section 81.15 of the Wisconsin Statutes), the defense of the liability, therefore, shall be the obligation of the municipality in which the alleged defect was located.

VI. DURATION.

This contract shall continue and be in force indefinitely, unless terminated on six (6) months' written notice of either municipality to the other.

VII. This agreement supersedes, rescinds, and replaces all previous agreements which may have been entered into by Milwaukee and Wauwatosa, regarding installation, operation, and maintenance of traffic control signals and related facilities, at the intersection of W. Bluemound Road and N. 68th Street.

IN WITNESS WHEREOF, the parties by their duly authorized officers have hereunto set their hands and seals on the _____ day of _____, 2014.

Signed and sealed in
the presence of:

CITY OF WAUWATOSA,
a municipal corporation (Seal)

Mayor Kathleen Ehley

City Clerk Carla Ledesma

Signed and sealed in
the presence of:

CITY OF MILWAUKEE,
a municipal corporation (Seal)

Commissioner of Public Works

Comptroller