

**INTERGOVERNMENTAL AGREEMENT ("IGA") BETWEEN  
THE CITY OF MILWAUKEE THROUGH ITS DEPARTMENT OF PUBLIC WORKS (DPW) AND THE  
MILWAUKEE COUNTY TRANSIT SYSTEM ("MCTS") FOR OPERATION OF THE EAST-WEST BUS RAPID  
TRANSIT ("BRT") LINE**

This Intergovernmental Agreement ("IGA") is entered into as of the last date appearing in the signature block below, by and between the Milwaukee County Transit System, operated by Milwaukee Transport Services Inc. (MTS), a quasi-governmental instrumentality of Milwaukee County (hereinafter "MCTS") and the City of Milwaukee, by its Department of Public Works, a municipal corporation of the State of Wisconsin, (hereinafter referred to as "DPW").

**RECITALS:**

WHEREAS, DPW ranks improvement of public transportation as a high priority; and,

WHEREAS, DPW and MCTS have a common interest in development of a system of Bus Rapid Transit ("BRT") lines; and,

WHEREAS, MCTS, in cooperation with the DPW, initiated in 2016, the East-West BRT project, Milwaukee County's planned 9-mile, regional, modern transit service connecting major employment, education and recreation destinations through downtown Milwaukee, Milwaukee's Near West Side, Marquette University, Wauwatosa and the Milwaukee Regional Medical Center; and,

WHEREAS, DPW and MCTS intend to cooperate to assure maximum effectiveness of this joint effort; and,

WHEREAS, local funding for the East-West BRT project was approved in Milwaukee County's 2017 and 2019 Adopted Budgets; and,

WHEREAS, on November 5, 2019, the City of Milwaukee's Common Council adopted Resolution 191117, which facilitated reimbursement from MCTS to DPW for design work DPW did to help complete the construction plans for the project; and

WHEREAS, the City of Milwaukee shall not incur any expenses associated with the design, construction, maintenance, and coordination efforts for the East-West BRT project; and

WHEREAS, the U.S. Department of Transportation (U.S. DOT) and FTA announced on December 14, 2020 the execution of a \$40.9 million grant award to Milwaukee County, for the East-West BRT project; and,

WHEREAS, the East-West BRT will provide improved transit access within an area of high ridership, numerous activity centers and increasing reinvestment in business centers and neighborhoods; and,

NOW, IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter expressed, the parties mutually agree as follows:

## **AGREEMENT:**

### **1. Operation and Maintenance of East-West BRT.**

- a. MCTS shall lead operation and maintenance for East-West BRT. Appendix A is a typical example of infrastructure responsibilities for MCTS and DPW. BRT stations in the City of Milwaukee will apply a similar methodology for determining responsibility.
- b. MCTS will reimburse DPW for all expenses DPW incurs under this IGA in support of the BRT, including but not limited to engineering costs, snow and ice removal/salting in dedicated BRT lanes, the costs of pavement degradation/repair/replacement in dedicated BRT lanes, and all other costs above ordinary maintenance to DPW's equipment, infrastructure, and other property due to the installation and operation of the BRT and its associated equipment and software. DPW shall not be required to do any work or incur any cost in support of the BRT unless MCTS has first formally agreed to reimburse DPW for such costs through written documentation, including through this IGA. Those specific instances of reimbursement described below are exemplary and are not intended to constitute an exclusive list.
- c. MCTS's operation of East-West BRT is largely accomplished by using dedicated bus lanes, which are under the purview of DPW, to maintain desired travel times. To support successful operation, MCTS will also provide updates and/or adjustments to additional areas under the purview of DPW for the City of Milwaukee, including traffic signals, signage, curb ramps, street lighting, utilities, and electrical at station stops.

As shown on Appendix B, dedicated bus lanes will generally be located on the existing right travel lane in the eastbound and westbound directions from:

- Cass Street to Plankinton Avenue along Wisconsin Avenue
- 8<sup>th</sup> Street to Hawley Road along Wisconsin Avenue
- Wisconsin Avenue to Blue Mound Road along Hawley Road

All other roadways will provide BRT service via mixed traffic operations.

No existing on-street parking locations, right turn movements or access and exit to and from driveways will be eliminated for the dedicated bus lane. The dedicated bus lanes will service stations at:

- Hawley Road and Michigan Street NB & SB
- Wisconsin Avenue and 53<sup>rd</sup> Street EB & WB
- Wisconsin Avenue and 45<sup>th</sup> Street EB & WB
- Wisconsin Avenue and 35<sup>th</sup> Street EB & WB
- Wisconsin Avenue and 27<sup>th</sup> Street EB & WB
- Wisconsin Avenue and 16<sup>th</sup> Street EB & WB
- Wisconsin Avenue and 12<sup>th</sup> Street EB & WB
- Wisconsin Avenue and 9<sup>th</sup> Street EB & WB
- Wisconsin Avenue and Water Street EB & WB
- Wisconsin Avenue and Jackson Street WB
- Wisconsin Avenue and Van Buren Street EB

- d. MCTS will reimburse DPW for its share of snow plowing, salting, and pavement maintenance (including markings) and/or reconstruction along dedicated bus lanes. Appendix B highlights all dedicated bus lanes.
- e. MCTS will maintain striping and signage along dedicated bus lanes.
- f. MCTS recognizes that on occasion DPW (staff, equipment, vehicles), or contractors of DPW, or other permitted entities including special events may need to utilize dedicated bus lanes for activities, services and/or work, thus temporarily closing off certain portions of the dedicated bus lanes. DPW will coordinate and submit a 'Permit Access Plan' to MCTS for review prior to any closure of the MCTS-maintained dedicated bus lanes. Entities performing services and/or work for DPW in the dedicated bus lanes will require approval from DPW and MCTS for the use of the dedicated bus lane. MCTS will be allowed to review utility permits, temporary occupancy permits, etc. before DPW issues these permissions.
- g. MCTS will report any violations or unauthorized use of dedicated bus lanes to:
  - i. The Milwaukee Police Department (MPD) for traffic violations – Traffic violations include the use of the dedicated bus lane for travel purposes where use of the lane is not permitted. Appendix C is a typical example of the pavement markings and signage that will be used to indicate these areas.
  - ii. City of Milwaukee Parking Services for parking violations – Parking violations include parking in any portion of the dedicated bus lane as shown on the pavement markings and signage that will be use to indicate these areas.
  - iii. MCTS Transit Security for all violations or unauthorized use.
- h. MCTS will reimburse DPW for its share of the maintenance and/or upgrades of traffic signals where applicable; including but not limited to signal heads, cabinet equipment and Transit Signal Priority (TSP) ("Upgrades"). MCTS recognizes that DPW may be required to take a traffic signal or other equipment, that has been altered by MCTS pursuant to this IGA, out of operation for maintenance and/or replace such signals or equipment if required to do so through ordinary operations maintenance or if the signal or equipment is damaged. DPW shall incur no cost or responsibility for replacing or removing the Upgrades, including but not limited to, responsibility for tracking and maintaining the Upgrades for their useful life as specified by the FTA. DPW shall provide MCTS with good faith reasonable advanced notice of any such maintenance or replacement, and shall reasonably cooperate with MCTS in MCTS's efforts to meet its grant obligations.
- i. DPW will maintain the fiber and communication network for TSP. Any repairs necessary will be billed to and paid for by MCTS.
- j. MCTS will maintain, and/or update all BRT stations and associated infrastructure to ensure proper aesthetics and cleanliness. This includes but is not limited to snow, garbage or graffiti removal and damage repair.

- k. Off-board fare collection systems located at BRT stations will be serviced and maintained by MCTS personnel. MCTS Transit Security will verify and enforce fare collection on board BRT vehicles.
- l. MCTS will pay for electrical consumption at BRT stations through individual metering.
- m. MCTS, as the lead agency in the billing process, will review the billings prepared and submitted by the DPW.
- n. MCTS agrees to collaborate with DPW throughout operations of East-West BRT, and will in good faith consider or apply any field change orders that would result in additional operational costs that may occur after the commencement of service.
- o. MCTS agrees to work with DPW and provide the same level of support for operations and maintenance at any future East-West BRT infrastructure additions, such as, but not limited to a 5th Street eastbound station (transit plaza).
- p. MCTS and DPW recognizes that the U.S DOT Asset Life for infrastructure associated with this project is 40 years. MCTS and DPW will work together to evaluate operations every five years and depending on operational needs/performance of the BRT consider operational adjustments for the betterment of the travelling public. Any recommendations by MCTS and DPW will be subject to approval by the Milwaukee County Board of Supervisors and the City of Milwaukee Common Council.
- q. The East-West BRT will replace Gold Line bus service. Route 31, 30 and 30X will maintain portions of their operations along Wisconsin Avenue and will be able to utilize the dedicated bus lane and BRT bus stations should they coincide with bus stop locations.

**2. Payment.** DPW shall submit an invoice to MCTS for MCTS's share of DPW's incurred project costs. The first invoice will be sent following commencement of service and execution of this agreement, and shall provide a breakdown accounting of the costs of East-West BRT operational elements. To expedite the payment of invoices under this IGA, all invoices shall be sent directly to the following address:

Mr. Dan Basile  
Chief Executive Officer  
1942 N. 17<sup>th</sup> St.  
Milwaukee, WI 53205

All DPW's invoices will be paid, in full, within 60 days of receipt by MCTS.

**3. Reports.** On an annual basis, MCTS shall provide a written report to the DPW describing and validating all operational reimbursements for East-West BRT during the preceding 12-month period.

**4. Materials.** MCTS shall furnish all materials, equipment, and supplies needed for the safe and effective operation of the East-West BRT line.

**5. Independent Contractor.** Nothing contained in this IGA shall constitute or be construed to create a partnership or joint venture between DPW or its successors or assigns and MCTS or its successors or assigns. In entering into this IGA, and in acting in compliance herewith, DPW and

MCTS are at all times acting and performing as independent contractors, duly authorized to perform the acts required of them hereunder.

**6. Mutual Indemnification.** The parties to this IGA agree to indemnify and hold harmless the other party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses (including reasonable attorney's fees) to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representative of the indemnifying party which may arise out of or are connected with the activities covered by this IGA. Each party's liability shall be limited by Wis. Stat. sec. 345.05(3) for automobile liability, sec. 893.80(3) for general liability, nor shall either party be liable for: (1) any acts or omissions of its employees or agents acting outside the scope of their employment or agency pursuant to Wis. Stat. §§ 895.46(a). Nothing in this IGA shall be construed to constitute a waiver of any otherwise applicable immunity, limited immunity or limitation on liability under Wisconsin law.

**7. Exclusive Agreement.** This IGA contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this IGA shall be deemed to exist or to bind any of the Parties hereto, or to vary any of the terms contained herein. Any Amendments or revisions of this IGA shall be made in writing and executed by the Parties.

**8. Termination for Convenience.** MCTS and DPW may terminate this contract, in whole or in part, at any time by written notice to either party when it is in their best interest. In the event this IGA is terminated for convenience by either party, the signal equipment associated with the TSP system will be de-energized and/or removed with no cost to DPW regardless of whether FTA's useful life requirement has been met or not.

**9. Term.** This agreement shall commence upon the date of the final signature below, and shall continue through 2061 unless earlier terminated.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

**City of Milwaukee, by its Department of Public Works "DPW"**

By: \_\_\_\_\_  
Commissioner of Public Works

By: \_\_\_\_\_  
City Comptroller

Approved as to form and execution:

\_\_\_\_\_  
Office of the City Attorney      Date

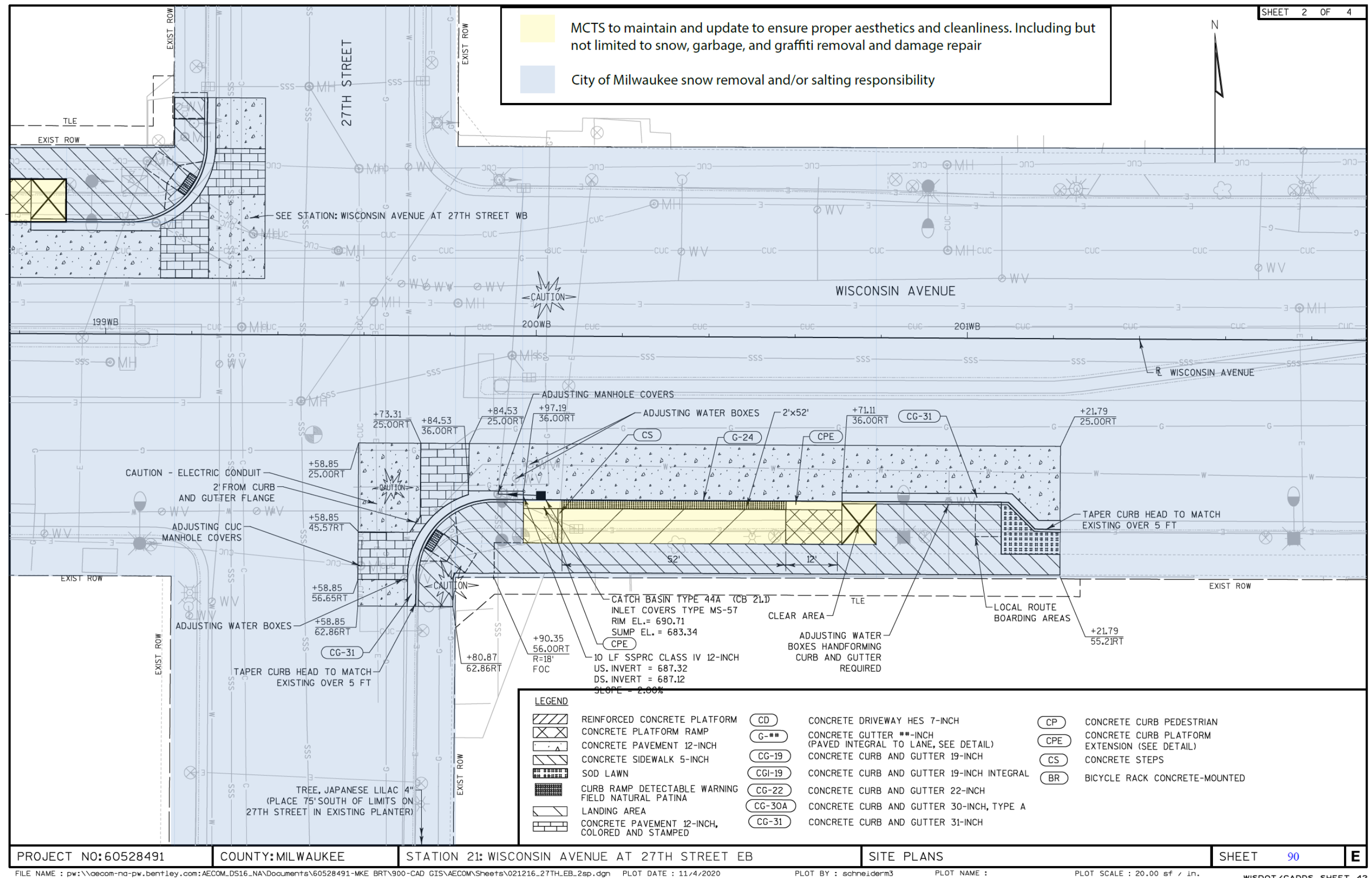
ATTEST:

\_\_\_\_\_  
Director, Milwaukee County Department of Transportation

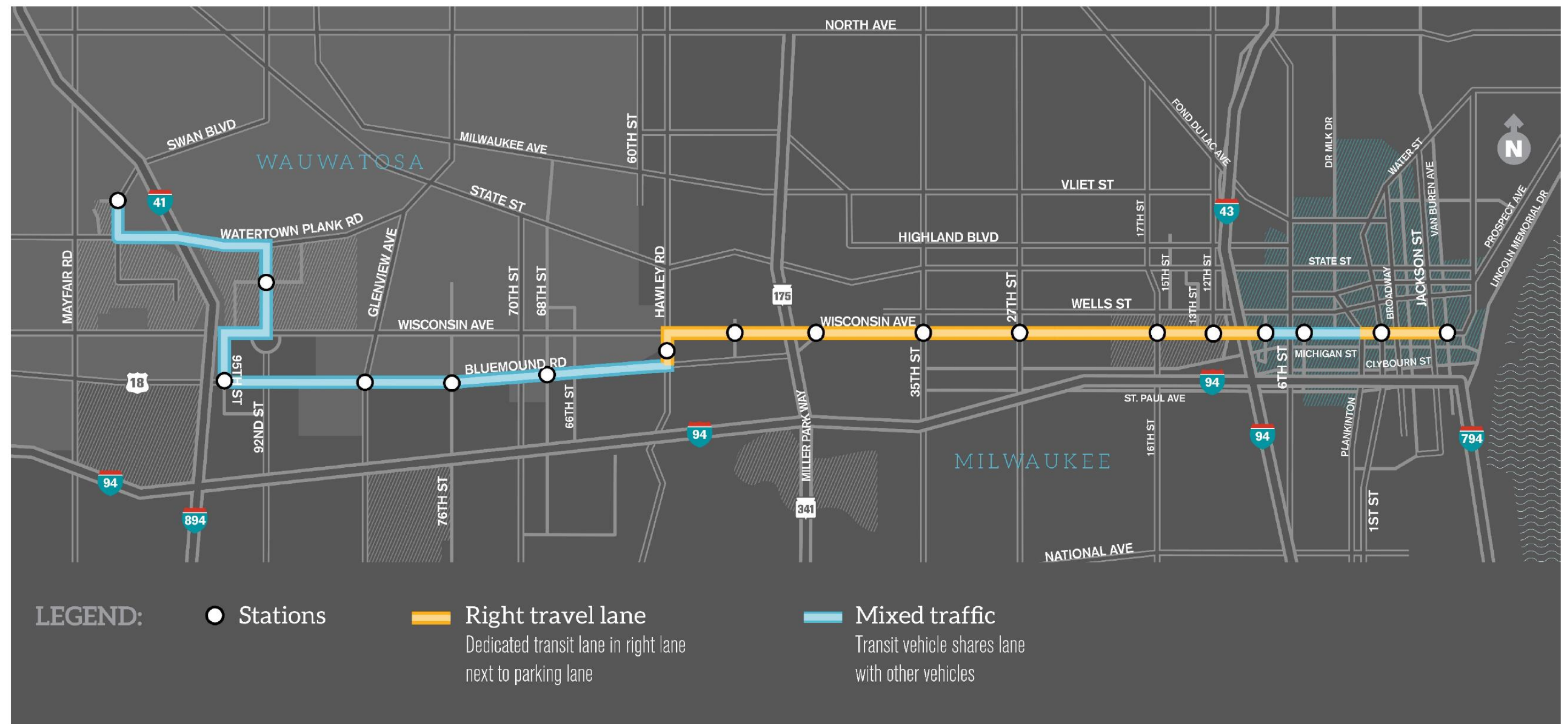
**Milwaukee Transport Services Inc. (MTS),  
operator, Milwaukee County Transit System  
"MCTS"**

By: \_\_\_\_\_  
President/Managing Director

## APPENDIX A



## APPENDIX B



SHEET 18 OF 28

- |   |  |
|---|--|
| 1 MARKING LINE EPOXY 4-INCH (SOLID WHITE)               | 11 MARKING ARROW EPOXY TYPE BIKE LANE                      |
| 2 MARKING LINE EPOXY 4-INCH (SOLID YELLOW)              | 12 MARKING SYMBOL EPOXY BIKE LANE                          |
| 3 MARKING LINE CURB EPOXY                               | 13 MARKING DIAGONAL EPOXY 12-INCH (WHITE)                  |
| 4 MARKING LINE EPOXY 4-INCH (WHITE) (10' LINE, 30' GAP) | 14 MARKING WORD EPOXY                                      |
| 5 MARKING STOP LINE EPOXY 24-INCH                       | 15 MARKING LINE EPOXY 4-INCH (WHITE) (3' LINE, 9' GAP)     |
| 6 MARKING CROSSWALK EPOXY TRANSVERSE LINE 12-INCH       | 16 MARKING CROSSWALK EPOXY TRANSVERSE LINE 12-INCH GROOVED |
| 7 MARKING PARKING STALL EPOXY                           | 17 MARKING LINE GROOVED CONTRAST PERMANENT TAPE 4-INCH     |
| 8 MARKING ARROW EPOXY TYPE 1                            | 18 MARKING LINE EPOXY 4-INCH (YELLOW) (2' LINE, 6' GAP)    |
| 9 MARKING ARROW EPOXY TYPE 2                            | 19 MARKING YIELD LINE EPOXY 18-INCH                        |
| 10 MARKING ARROW EPOXY TYPE 3                           | 20 MARKING LINE EPOXY 4-INCH (WHITE) (2' LINE, 6' GAP)     |

Locations of pavement markings and signage will be included to indicate that general use of this segment of dedicated is not permitted and may subject to violation enforcement.

