

INTERMUNICIPAL AGREEMENT
BETWEEN THE CITY OF WAUWATOSA AND THE CITY OF BROOKFIELD
FOR THE MAINTENANCE AND OPERATION OF
TRAFFIC CONTROL SIGNALS, AND MARKING AND SIGNING IN
NORTH 124TH STREET AT WEST LISBON ROAD

This agreement is made and entered into by and between the City of Wauwatosa, a Municipal Corporation, hereinafter called "Wauwatosa", and the City of Brookfield, a Municipal Corporation, hereinafter called "Brookfield", relating to the installation, ownership, liability, maintenance, and operation of traffic control signals and related traffic control facilities at the intersection of North 124th Street and West Lisbon Road.

NOW, THEREFORE, in consideration of the mutual promises of each governmental agency made to the other, the fulfillment of terms and conditions, agreements and understandings hereinafter set forth and pursuant to §66.30 of the Wisconsin Statutes;

IT IS MUTUALLY AGREED, by and between the parties, that it is considered desirable and in the best interests of public safety and convenience that traffic signals be installed at the intersection of North 124th Street and West Lisbon Road along with other traffic related facilities as approved by the State of Wisconsin Department of Transportation and as shown on the Plan of Proposed Signalization attached hereto and made a part of this agreement.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

1. Wauwatosa hereby agrees:
 - a) That it or its agents will pay the total cost of installation for the traffic signals.
 - b) That it will, through its Electrical Maintenance Unit, or agents, assume all routine maintenance responsibility including, but not limited to, lamp replacement, cleaning, lens replacement, traffic control signal and control cabinet painting and controller services.
 - c) That it or its agents will make all necessary repairs and install replacements on equipment which fails to function properly as a result of normal wear and deterioration and that it will pay the full cost for such repair and/or replacement.
 - d) That it or its agents will make all necessary repairs and replacements to equipment damaged by accident, vandalism, or act of God and will pay the full cost of such repairs.

- e) That it will pay for any subsequent modifications to the traffic signal installation due to future alterations of the intersection geometry within the corporate limits of Wauwatosa after the initial installation is complete.
- f) That it or its agents will pay the full cost of operation (electrical energy) of the said traffic signals.
- g) That it or its agents will make any necessary equipment additions or revisions deemed necessary by changed laws or changed traffic conditions, and will pay for one-half of said work after obtaining concurrence from Brookfield prior to equipment additions or revisions.
- h) That it will maintain the design, installation and operation of the traffic control signals in compliance with the regulations of the State of Wisconsin and the Federal Uniform Manual of Traffic Control Devices.
- i) That it will operate and adjust the traffic signal timing and equipment in such manner as to best meet prevailing traffic conditions and as mutually agreed to by Brookfield.

2. Brookfield hereby agrees:

- a) To permit the City of Wauwatosa or its agents to enter the public rights of way in the City of Brookfield at no fee for the purpose of operating and maintaining the signal and related equipment.
- b) To pay one-half of the cost of any equipment, additions, or revisions necessary to comply with changed laws or traffic conditions.
- c) That Wauwatosa will perform all work related to maintenance and operation of the traffic control signals at the subject intersection, including engineering, except such immediate emergency measures as may need to be taken, should Wauwatosa forces not be present and where the public safety may be in jeopardy, and Brookfield officers or employees deem such measures necessary. Costs for such emergency action will be reimbursed to Brookfield upon receipt of an invoice.
- d) That it agrees to notify Wauwatosa through its Public Works or Police Department of any observed damage, lamp outage, lens breakage, or seeming malfunction of traffic control signal equipment or related traffic control devices.
- e) To reimburse Wauwatosa for any future costs incurred in modifying traffic control signals and related equipment due to alterations of the intersection geometry within the corporate limits of Brookfield after the initial

- installation is completed.
3. Ownership: All equipment shall be owned equally.
 4. Payments: All payments due under this agreement shall be paid within forty-five (45) days after receipt of invoice of same.
 5. Brookfield and Wauwatosa hereby agree that all necessary pavement marking and signing on North 124th Street at West Lisbon Road located within the corporate boundaries of each municipality respectively shall be by and at the expense of the municipality in which such signing and marking is located.
 6. Liability: Wauwatosa shall request layouts of Brookfield's underground structure and facilities before performing work of such a nature that existing underground facilities must be avoided. Wauwatosa shall take precautionary measures to avoid damage to such underground facilities. Brookfield shall supply Wauwatosa with a complete record of the existing underground material structure at the intersection and median crossover and of changes or revisions 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 negligent maintenance of the traffic control facilities covered by this agreement, Wauwatosa shall defend against such claim(s) and shall be responsible for the payment of any claim(s) for injury (or death) of any person(s) or for damage or destruction of any property. In the event that person or persons make claim for personal injury (including death) or damage or destruction of property arising out of the installation or operation of the traffic control facilities covered by this agreement which does not arise out of negligent maintenance of the traffic control facilities covered by this agreement, both municipalities shall defend against such claim(s) and, if liability and consequential damages are awarded to any person or persons from such a claim, each governmental body shall pay that portion of said claim as it may be found liable therefore. In the event that any claim by person or persons is based on a street defect (§81.15 of the Wisconsin Statutes, 1969), the defense and the liability therefore shall be the obligation of the municipality which has maintenance responsibility for that roadway.

7. Duration: This agreement shall continue and be in force indefinitely unless terminated by a six (6) month advance written notice from either municipality to the other.

IN WITNESS WHEREOF, the undersigned on behalf of the City of Wauwatosa affix their hands and seals this 8TH day of SEPTEMBER, 1999.

CITY OF WAUWATOSA, a municipal corporation

Bernadette E. Ehlert
Mayor

Signed and Sealed in the
presence of :

Carla A. Pedersen
City Clerk

Bernadette A. Williams

Paul J. Brown
Comptroller

Ellen E. Steenke

Approved as to form :
0-2-3
7 Sept 99

IN WITNESS WHEREOF, the undersigned on behalf of the City of Brookfield affix their
hands and seals this 22nd day of September, 1999.

CITY OF BROOKFIELD, a municipal corporation

Kathryn C. Bloomley
Mayor

Signed and Sealed in the
presence of:

Kurtis A. Schmidt
City Clerk

Renee J. Janych