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DEPARTMENT OF PUBLIC WORKS
Engineering Division – Traffic Section
2625 E. Glendale Avenue
Appleton, WI 54911
TEL (920) 832-5580
FAX (920) 832-5570

To: Municipal Services Committee
From: Eric Lom, Traffic Engineer
Date: September 16, 2020
Re: Renegotiated agreement with Outagamie County for Traffic-Related Services

For almost 30 years, the Outagamie County Highway Department has contracted with the City for traffic-related services. Under the terms of the agreement, the City's Traffic Section provides comprehensive maintenance of the County's traffic signals, as well as technical assistance when possible.

This agreement has been renegotiated several times over the life of the partnership as a way of addressing issues that have come up along the way. During the 2020 calendar year, we have been working with Outagamie County to update the agreement with the goal of simplifying and changing the cost structure to more accurately reflect the City's expenses associated with providing this service.

Specifically, the proposed agreement calls for:

- Moving from a "guaranteed minimum" approach to a simplified "standby fee" approach
- Setting the "standby fee" at \$500/signal/year in 2021, with an increase to \$1000/signal/year starting in 2022
- Establishing an inflation adjustment factor that will automatically adjust the standby fee at the rate of the Consumer Price Index

The proposed agreement is anticipated to keep 2021 revenues level, as compared to 2020. However, we anticipate the proposed agreement will increase revenues by about \$8500/year starting in 2022.

Based on this information, I recommend approval of the attached agreement.

**INTERMUNICIPAL AGREEMENT BETWEEN THE
CITY OF APPLETON AND OUTAGAMIE COUNTY
TO PROVIDE FOR TRAFFIC SIGNAL RELATED SERVICES**

This Intermunicipal Cooperation Agreement ("**Agreement**") is made and entered into as of the 1st day of January, 2021 ("effective date") by and between the CITY OF APPLETON (hereinafter referred to as "**CITY**") and OUTAGAMIE COUNTY (hereinafter referred to as "**COUNTY**"). The purpose of this Agreement is to provide traffic signal related services at certain intersections within Outagamie County. The CITY and the COUNTY are each sometimes referred to herein as a "Party" and collectively as the "Parties". This Intermunicipal Agreement has been executed by the Parties pursuant to authority granted in Wis. Stats. § 66.0301.

RECITALS

WHEREAS, the Parties wish to cooperate in the provision of traffic signal related services within Outagamie County;

WHEREAS, Outagamie County owns and operates traffic signals;

WHEREAS, the Parties wish to have the CITY assist in providing traffic signal related services within Outagamie County; and

WHEREAS, such Agreement may bind the Parties for the length of time herein specified;

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

AGREEMENT FOR SERVICES

The services the CITY will provide per this agreement can be divided into two distinct categories:

- I. Repairs and Maintenance Work; or
- II. Technical Assistance

Article I

Repairs and Maintenance Work

CITY Electrical crews will perform the routine repairs and electrical maintenance work on the specified traffic signals as noted herein and as mutually agreed upon by the above-named parties, upon the request of the Outagamie County Highway Commissioner or his/her designee. Common examples of this category of work include, but are not limited to:

- a) Routine repairs to facilities as a result of vehicular collisions, weather, or construction damage (excluding those repairs requiring signal base replacement or underground conduit or detection loop repairs)
- b) Repairs necessary as a result of normal equipment malfunctions or failures
- c) Routine LED (Light Emitting Diode) signal display module replacement

- d) Traffic signal controller programming to implement minor timing or operational changes not requiring technical assistance
- e) Repairs to (or replacement of) street light fixtures that are installed on traffic signal pole assemblies
- f) Other routine maintenance or emergency repairs as mutually agreed upon by the CITY and the COUNTY.

The COUNTY will compensate the CITY for these services as follows:

- a) A "Standby Fee" of \$500 per signalized intersection for the 2021 calendar year. This fee will be increased to \$1000 per signalized intersection starting in 2022 (standby fees will be prorated for new signal installations), and will be adjusted annually based on the prior year's Consumer Price Index (CPI-U), as published by the U.S. Bureau of Labor Statistics, plus
- b) Actual costs associated with Repair and Maintenance Work provided by the CITY. This will include labor, equipment and materials and/or third-party charges as follows:
 - i) Equipment time invoiced at the CITY's hourly rate plus mileage
 - ii) Labor cost invoiced at the CITY's hourly rate plus fringe benefits
 - iii) Costs for materials and/or third-party charges based on the cost incurred by the CITY

The CITY will invoice the COUNTY for Repairs and Maintenance Work on a quarterly basis. The CITY will invoice the COUNTY separately for incidents involving vehicular collisions. All Invoices will include supporting documentation.

Article II Technical Assistance

Upon the request of the Outagamie County Highway Commissioner or his/her designee, the City Traffic Engineering Section will provide technical assistance to the COUNTY on a case-by-case basis when/if staff time allows. Examples of technical assistance include review of traffic signal construction plans and specifications, assisting in field location and signal layout, controller programming, inspection and start-up of new traffic signals, and assistance and recommendations related to operation and maintenance of COUNTY-owned traffic signal equipment.

The COUNTY will compensate the CITY for these services as follows:

- a) Equipment time invoiced at CITY's hourly rate plus mileage
- b) Labor cost invoiced at the CITY's hourly rate plus fringe benefits
- c) Costs for materials and/or third-party charges based on the cost incurred by the CITY

Article III Signalized Intersections Covered by this Agreement

This agreement shall apply to the following intersections. Any additional intersections covered by this agreement shall be mutually agreed upon in writing by the Parties.

1. American Drive / Prospect Avenue (CTH "BB") / Van Dyke Road
2. Ballard Road (CTH "E") / Northland Avenue (CTH "OO")
3. Bluemound Drive (CTH "AA") / Northland Avenue (CTH "OO")
4. Bluemound Drive / Prospect Avenue (CTH "BB")
5. Capitol Drive / Lynndale Drive (CTH "A")
6. Casaloma Drive / College Avenue (CTH "CA")
7. Casaloma Drive / Prospect Avenue (CTH "BB")
8. College Avenue (CTH "CE") / CTH "N" (EB ramps)
9. College Avenue (CTH "CE") / CTH "N" (WB ramps)
10. College Avenue (CTH "CA") / Mall Drive / Nicolet Drive
11. College Avenue (CTH "CE") / Railroad Street
12. College Avenue (CTH "CA") / Two Mile Road (CTH "CB")
13. Depot Street-Freedom Rd (CTH "N") / North Avenue (CTH "OO")
14. Evergreen Drive / Freedom Road (CTH "N")
15. Grand Chute Boulevard / Lynndale Drive (CTH "A")
16. Kennedy Avenue / Washington Street (CTH "N")
17. Lynndale Drive (CTH "A") / Northland Avenue (CTH "OO")
18. Northland Avenue (CTH "OO") / Oneida Street
19. Madison Street (CTH "N") / North Avenue (CTH "OO")
20. Wallace Street / Washington Street (CTH "N")

Article IV Additional Provisions

Payment. Payment must be received by Appleton on or before the date indicated on the invoice.

Amendments. This Agreement may be amended at any time by mutual written agreement by the parties.

Indemnification. The City of Appleton agrees to defend, indemnify, and to hold harmless Outagamie County, its County Board, County Executive and its county officials for and from any claim, action and or liability due to the negligent actions, or omissions of the City, its officials, or its employees relative to its duties as set forth in this agreement.

Severability. The terms of this Agreement are severable and any determination by any court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

Disputes. The parties shall endeavor to resolve any disputes as they pertain to this Agreement by mediation which, unless the parties mutually agree otherwise, shall be held in Appleton, Wisconsin. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

No Assignment. No party to this Agreement may assign its interest in this Agreement to any other entity or individual.

Entire Agreement; Rules of Construction. The Parties acknowledge and agree that this Agreement, including the recitals which are incorporated into and made a part of this Agreement, expresses the entire agreement between the Parties as to the subject matter of this Agreement, and that this Agreement replaces and supersedes any prior negotiations and agreements, written or oral. The parties further acknowledge and agree that each party has been adequately and fully represented in connection with the negotiation and execution of this Agreement, and that, accordingly, rules of interpretation that signify that an agreement shall be construed against the drafter shall not apply.

Captions. The captions or headings in this Agreement are for convenience and in no way define, limit, or describe the scope or intent of the provisions of this Agreement.

Governing Law. The laws of the State of Wisconsin shall govern the interpretation and enforcement of this Agreement. Venue over any action brought under this Agreement will lie in the Circuit Court for Outagamie County.

Notice. For the purpose of this Agreement, the term "notice" shall mean notice in writing, provided in person or sent to the other party by United States Certified Mail or other mail delivery that provides proof of mailing and delivery, unless an alternate method of service is agreed to in writing by the parties, and sent to the following:

To Appleton: City of Appleton
 Department of Public Works
 100 North Appleton Street
 Appleton, WI 54911

To Outagamie: Outagamie County
 1313 Holland Road
 Appleton, WI 54911

Term of Agreement. This Agreement shall renew annually on January 1st and remain in full force and effect until written notice is provided by a party notifying the other party of the intent to terminate the agreement. Either party to the agreement may terminate this agreement at any time by giving thirty (30) calendar days written notice of cancellation to the other party.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF APPLETON

Witness: _____
Printed Name: _____

By: _____
Jake Woodford, Mayor

Witness: _____
Printed Name: _____

By: _____
Kami Lynch, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

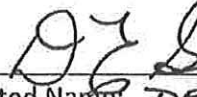
Approved as to form:

Anthony D. Saucerman, Finance Director

Chris Behrens, City Attorney

OUTAGAMIE COUNTY

Witness: 
Printed Name: Joe Zellmer


By:  8/20/2020
Printed Name: DEAN E. STEINGRABER
Title: HIGHWAY COMMISSIONER

Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

CL: A19-1171

APPROVED AS TO FORM:



Joseph P. Guidote, Jr.
Corporation Counsel
Outagamie County

Date Approved: 8/20/2020