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**Letter of Agreement Regarding Adaptive Signal Control Operational and Maintenance  
 Between the Wisconsin Department of Transportation and  
 The City of West Allis**

The Wisconsin Department of Transportation(WisDOT), an agency of the State of Wisconsin, and the City of West Allis, a municipal body corporate, enter into this Letter of Agreement (LOA) for purposes of installing and managing adaptive traffic signal technology associated with the reconstruction of the Zoo Interchange in Milwaukee County.

WisDOT is reconstructing the Zoo Interchange and various arterial streets as part of the Zoo Interchange reconstruction project (the Project) and desires to provide traffic congestion mitigation during construction. As part of that mitigation WisDOT desires to install adaptive traffic signal controls (ASC) at specified intersections in or near the Project. The City of West Allis owns and operates certain signals where WisDOT desires to implement and manage ASC technology.

WisDOT and the City of West Allis acknowledge and agree that the ASC technology is critical to managing traffic during Project construction and that failure to manage the ASC to the terms set forth herein could result in traffic management issues up to and including traffic management failures within and around the Project including within the City of West Allis. The traffic congestion mitigation contemplated under this LOA will assist the City of West Allis in managing its traffic during Project construction.

The City of West Allis currently owns and operates at least one signal where WisDOT desires to implement ASC. WisDOT and the City of West Allis agree to work cooperatively in order to accomplish traffic congestion mitigation as defined under this LOA.

Pursuant to the above-referenced common objectives, WisDOT and City of West Allis agree to the following:

**Definitions:**

“Traffic Signal Controller Parameters” (TSCP) shall mean typical traffic signal programming , as generally applied though traffic signal operation, including but are not limited to coordination, maximum green time, minimum green time, gap/passage time, recalls including soft recalls, non-locking memory, detector delays, protected/permitted left turns, protected only including flashing yellow and, detector diagnostics failure mode.

“ASC Parameters” shall mean settings and that are unique to the ASC system which intercept vehicular calls and affect the controller call signal result depending on real time traffic conditions.

“Operations” shall mean, setting ASC Parameters, making detection zone adjustments, progression decisions and monitoring performance of the ASC system.

“Maintenance” shall mean ensuring continued operation of the ASC system including activity and actions performed on or about the system.

This LOA will cover the following signal locations:

1. National Ave & Cleveland Ave
2. National Ave & 102<sup>nd</sup> Street
3. National Ave & Lincoln Ave
4. National Ave & 92<sup>nd</sup> Street
5. National Ave & Becher Street/90<sup>th</sup> Street
6. National Ave & 84<sup>th</sup> Street
7. Becher Street & 92<sup>nd</sup> Street
8. Lincoln Ave & 92<sup>nd</sup> Street
9. Lincoln Ave & 90<sup>th</sup> Street
10. 84<sup>th</sup> Street & Lapham Street

For each location, WisDOT will assume Operations and Maintenance responsibility for the ASC system. Installation and Maintenance of the ASC system may be by either WisDOT or its designated contractor. Where a WisDOT contractor is performing work on any traffic signal, such contractor may or may not be accompanied by a WisDOT employee.

### **Responsibilities of WisDOT**

Installation of the ASC equipment (or by contractor selected and managed by WisDOT) in an established traffic signal control site.

Establishing the ASC Parameters, making detection zone adjustments, progression decisions and monitoring performance of the ASC system.

Provision of all necessary Traffic Signal Controller Parameters to City of West Allis which shall be implemented by the City of West Allis simultaneously with WisDOT implementation of the ASC Parameters for a particular traffic signal.

Remote monitoring of the traffic signals where ASC has been implemented.

Notice to the City of West Allis of ASC equipment failure requiring the City of West Allis to revert traffic signal to pre-existing traffic signal controller program or settings.

Review and approval (or rejection or modification) of proposed changes by the City of West Allis for Traffic Signal Controller Parameters.

Twenty-four (24) hour prior notice to City of West Allis when it requires physical access to a traffic signal covered under this Agreement for purposes of accessing ASC system related equipment. WisDOT agrees to follow the City of West Allis’s requirements for access with regard to general operating procedures associated with traffic signal access as provided to WisDOT from City of West Allis. A WisDOT employee may or may not accompany any WisDOT contractor requiring physical access to a traffic signal on behalf

of WisDOT . WisDOT will provide as much notice as is practical to the City of West Allis in an emergency situation.

Provide minimum three (3) business days notice to the City of West Allis of schedule to install ASC system at any traffic signal location.

Minimum three (3) business days notice to the City of West Allis of actual implementation of the ASC Parameters.

Maintenance of the communications facilities required to the pre-terminated patch panel at a traffic signal.

### **Responsibility of City of West Allis**

Provision of access to WisDOT for ASC equipment installation pursuant to WisDOT's required three business day notice of installation to City of West Allis.

Provision of access to WisDOT for ASC implementation pursuant to WisDOT's required three business day notice of installation to City of West Allis.

Provision of access on twenty-four (24) hour notice by WisDOT for on site physical access to traffic signals covered under this LOA.

Programming of the WisDOT provided Traffic Signal Controller Parameters simultaneously with WisDOT implementation of ASC Parameters.

Normal maintenance and operation of the traffic signal not related to the ASC system.

Strict adherence to the Traffic Signal Controller Parameters provided by WisDOT for each traffic signal location.

Request to and approval from WisDOT for any changes to the Traffic Signal Controller Parameters and provision of verification of such changes to WisDOT within twenty-four (24) hours of completion of such programming.

In the event of an emergency requiring changes to a signal where WisDOT cannot be reached within a reasonable time, the City of West Allis will continue efforts to notify WisDOT of the required emergency changes. Information regarding emergency changes made must be provided to WisDOT and City of West Allis agrees to reverse such changes immediately upon termination of the condition or circumstance causing the emergency change and to notify WisDOT when such removal or termination is complete.

Prompt notice to WisDOT Statewide Traffic Operations Center at 1-800-375-7302 regarding any functional or operations issue or question for any traffic signal covered under this LOA.

Immediate notification to WisDOT of any camera disruption used for the ASC system. If a camera and/or its supporting structure is disrupted (for any reason) the supporting structure must be re-established within forty-eight (48) hours in order to ensure the integrity of the ASC system. In the event a supporting structure cannot be repaired, replaced, or otherwise made operational within the specified time frame, WisDOT must be notified immediately.

### **Other Information**

Upon installation of the ASC system and prior to the implementation of the ASC Parameters, the City of West Allis will retain control and responsibility for all traffic signal operations.

ASC equipment does and will remain at all times the property of WisDOT. Any and all requirements regarding proprietary technology and/or equipment will remain in full force and effect as to such technology and/or equipment. In the event the City of West Allis desires additional information regarding its responsibility, if any, in this regard WisDOT will provide such information.

The WisDOT Electrical Field Unit (EFU), or its designee will maintain the ASC system, including but not limited to cameras, mounting brackets, camera cabling, and all other ASC components within the traffic signal cabinet. The City of West Allis will not access, interfere with or in any way change the ASC system components.

This LOA will be in effect as of the last date signed below and will remain in effect until December 31, 2018, unless extended by written mutual agreement of WisDOT and City of West Allis. Upon expiration of this LOA, the ASC system will be removed by WisDOT unless agreed to otherwise by WisDOT and City of West Allis under separate written agreement. In any case, WisDOT will not manage and control the ASC system after expiration of this LOA.

Installation of all ASC equipment, initial programming, modifications, maintenance and trouble shooting, and equipment removal will take place at the traffic signal site. Each party will update contact information expeditiously in order to facilitate continuing management of this LOA. Fiber connections required to monitor the traffic signals will be placed and managed under separate agreement.

This LOA may be amended by the written agreement of WisDOT and the City of West Allis.

Nothing in this LOA shall limit or otherwise affect the sovereign immunity of the State of Wisconsin.

**Agreed on behalf of the City of West Allis**

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(Signature of authorized representative)

(Date)

**Agreed on behalf of WisDOT**

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(Signature of authorized representative)

(Date)

**Contacts:**

WisDOT  
**STOC**

City of West Allis  
**Electrical Field Unit**

**Electrical Engineer**

**City Engineer**