

MAINTENANCE AND COST PARTICIPATION AGREEMENT
 BETWEEN
 WASHTENAW COUNTY ROAD COMMISSION
 AND
 CITY OF ANN ARBOR

Location: State Street and Ellsworth Road

Effective Date of Agreement: _____

The Washtenaw County Road Commission (“WCRC”) and the City of Ann Arbor (“City”) each have jurisdiction over portions of the intersection of State Road and Ellsworth Road, including the roadways, rights of way, roundabout, pedestrian crosswalks and walkways, traffic control devices, and other public improvements at the location listed above.

Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies, WCRC and the City hereby agree to the allocation of responsibilities for roadway and intersection maintenance activities at the listed location and cost participation for such activities as shown below:

Maintenance Activity	Responsible Party	Cost Split	Notes
Traffic Control Devices	City of Ann Arbor	50% City 50% WCRC	
Pavement - North & East Legs	City of Ann Arbor	100% City	Includes sidewalks
Pavement - South & West Legs	WCRC	100% WCRC	Includes sidewalk ramps
Pavement - Circular area	Shared	50% City 50% WCRC	Includes HMA pavement & curb
Mowing of central island	City of Ann Arbor	50% City 50% WCRC	
Streetlight Maintenance	City of Ann Arbor	50% City 50% WCRC	For the nine lights immediately adjacent to the roundabout and associated pedestrian crosswalks
Power for Streetlights	City of Ann Arbor	50% City 50% WCRC	For the nine lights immediately adjacent to the roundabout and associated pedestrian crosswalks

WCRC and the City agree that they shall each bill the other party for their respective share of the costs relative to the above-listed maintenance activities on the first billing cycle after the costs are incurred.

It is further agreed that title to and ownership of all equipment at the location listed in this agreement shall remain with the party having jurisdiction of the roadway on which the equipment is located.

WCRC and the City agree each shall be responsible for its own acts and/or omissions and the acts and/or omission of its employees and agents. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend the other party for any claim, damage or liability arising out of or stemming from any act and/or omission of any party, including, but not limited to maintenance activities on any portion of the location listed above which may be under the jurisdiction and control of the other party.

WCRC and the City agree that any improvement, modification, or work performed beyond normal routine maintenance to the intersection shall be reviewed and approved by both parties.

This Agreement shall continue in effect from year to year unless either party notifies the other in writing of its intent to terminate no less than ninety (90) days before the expiration of each annual term.

Washtenaw County Road Commission

City of Ann Arbor

By _____
Sheryl Soderholm, P.E., Managing Director

By _____
Christopher Taylor, Mayor

DATED: _____

By _____
Jacqueline Beaudry, City Clerk

DATED: _____

Approved as to substance

By _____
Tom Crawford, City Administrator

By _____
Craig Hupy, Public Services Area
Administrator

Approved as to form

By _____
Stephen K. Postema, City Attorney