

<i>Internal use only</i>
<i>TEDOCS #:</i> _____
<i>CT #:</i> _____
<i>CSN #:</i> _____
<i>Program:</i> _____

MAINE DEPARTMENT OF TRANSPORTATION

COOPERATIVE AGREEMENT

REGARDING

US Route 1/Main Street Traffic Management Plan

Federal Project ID NH-7991(00) / WIN 007991.00

This Cooperative Agreement (“**Agreement**”) is entered into by and between the **MAINE DEPARTMENT OF TRANSPORTATION (“MaineDOT”)**, an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the **TOWN OF WISCASSET (“Wiscasset”)**, located at 51 Bath Road, Wiscasset, ME 04578, hereafter referred to as “**the Parties**”.

WHEREAS, this Agreement is entered into to establish a joint effort between the Parties to determine if the utilization of uniformed traffic police officers can improve traffic flows during peak summer traffic conditions along US Route 1/Main Street in Wiscasset in accordance with the terms and conditions as set forth and approved by unanimous vote at the June 7, 2011 meeting of the Wiscasset Board of Selectmen.

WHEREAS, the purpose of the uniformed officers’ is to manage pedestrian crossings of US Route 1 and traffic entering and exiting side streets, especially in the vicinity of Water Street and Middle Street. The intent is to better manage both pedestrian crossings and vehicular traffic so as to maximize the throughput of US Route 1 mainline traffic without unduly restricting the movement of pedestrians and other traffic.

NOW THEREFORE, the Parties hereby agree as follows:

WISCASSET SHALL PROVIDE:

- 1.) Two uniformed police officers during the hours of 10:00 AM to 6:00 PM every day for a period of six weeks commencing on July 10, 2011 and extending through August 21, 2011.
- 2.) Suitable breaks to the officers as required by law and labor agreements.
- 3.) Alternate officers or otherwise provide continuous coverage by two uniformed officers at all times within the specified times noted above.

MAINEDOT SHALL:

- 1.) Conduct two traffic counts for both directions of traffic in the vicinity of Water Street; once before and once during police officer presence so as to measure the effectiveness of providing uniformed police for traffic management purposes.

THE PARTIES SHALL:

- 1.) Participate in bi-weekly meetings and/or teleconferences that will be held between the Wiscasset Town Manager (or designee), a representative of the Wiscasset Police Department and MaineDOT in order to maintain effective communications, to discuss progress and to discuss and resolve any issues that may arise.
- 2.) Work in cooperation to issue periodic news releases to inform local citizens and the traveling public at large about the Traffic Management Plan and its progress.

COST ALLOCATION:

- 1.) MaineDOT will conduct the two traffic counts and provide administrative services at no cost to Wiscasset.
- 2.) The total cost of the project is estimated at \$13,860. MaineDOT shall pay a maximum of \$6,930.00 payable within 45 days of executing this agreement. The Town of Wiscasset shall be responsible for the remainder.

MISCELLANEOUS PROVISIONS:

- 1.) The provisions set forth in this agreement are for 2011 only. There is no expectation or intent by the Parties to extend this agreement unless expressly agreed to in writing.
- 2.) Either Party may terminate this agreement for just cause without malice and both parties shall share expenses to date at the proportionate ratios agreed to in this Agreement.
- 3.) Nothing in this agreement will prevent the Parties from continuing to discuss alternate methods of traffic management, nor will it affect the state's determination as to whether to continue or cease the Wiscasset Route 1 Corridor Study.
- 4.) Notwithstanding any other provision of this agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
- 5.) To the extent permitted by law, Wiscasset shall indemnify and hold harmless the Department, its agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by Wiscasset, its consultants or contractors. Nothing herein shall waive any defense immunity or limitation of liability that may be

available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law. *This provision shall survive any termination or expiration of this Agreement.*

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT in duplicate effective on the day and date last signed.

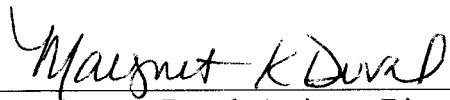
TOWN OF WISCASSET

Date: 6/23/11

By: 
Laurie Smith, Town Manager

MAINE DEPARTMENT OF TRANSPORTATION

Date: 6/23/2011

By: 
Margaret Duval, Assistant Director
Bureau of Transportation Systems Planning