

DRAFT

INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK
THE COUNTY OF LAKE

LAKE COOK ROAD (CH A50)
Quentin Road to the Edens Expressway/US 41

This Intergovernmental Agreement (the "Agreement") is made and entered into by and between the County of Cook, a body politic and corporate of the State of Illinois, acting by and through its Department of Highways ("COOK"), and the County of Lake, a body politic and corporate of the State of Illinois, acting by and through its Division of Transportation ("LAKE"). COOK and LAKE are each referred to as a "Party" to this Agreement (or in the collective as the "Parties" to this Agreement.)

RECITALS

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorizes and encourages intergovernmental cooperation; and

WHEREAS, COOK and LAKE are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, LAKE utilizes an Advanced Traffic Management System, employing a fiber-optic network interconnecting traffic signals, cameras and network equipment along county highways, state roads and toll roads. Video images (hereinafter VIDEO) and traffic signal data (hereinafter SIGNAL DATA) are collected and sent to LAKE's Transportation Management Center (TMC) in Libertyville, Illinois by way of this network (collectively hereinafter "PASSAGE"); and

WHEREAS, COOK has jurisdiction and maintenance over certain traffic control signal devices with equipment along Lake Cook Road, which may or may not contain street lights, emergency vehicle pre-emptive device system(s) and pan-tilt-zoom cameras (installed by LAKE as part of PASSAGE), (hereinafter COOK SIGNALS); and

WHEREAS, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, COOK and LAKE have identified certain intersections located in close proximity to one another along Lake Cook Road, that would benefit from sharing information and be best served by interconnecting the COOK SIGNALS at said intersections into PASSAGE by way of a fiber-optic cable ("fiber")-based network (hereinafter the INTERCONNECTION); and

WHEREAS, LAKE has published a companion document, as adopted by the Lake County Engineer, entitled "A Policy for the Use of Lake County PASSAGE Video Images" as may be amended which provides the terms and conditions for the use of VIDEO (hereinafter VIDEO USE POLICY) and a current copy of said VIDEO USE POLICY (dated 8/19/10) has been distributed to COOK personnel; and

WHEREAS, COOK and LAKE, by this instrument, desire to memorialize their respective obligations and responsibilities toward the incorporation of COOK SIGNALS into PASSAGE, future maintenance responsibilities for the INTERCONNECTION and COOK's viewing of VIDEO; and

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as set forth herein.

SECTION 2. TERM AND TERMINATION

This Agreement between COOK and LAKE shall not become effective unless authorized and executed by the Cook County Board of Commissioners and the Lake County Board. This Agreement is a legal, valid and binding agreement, enforceable against LAKE and, once duly authorized and executed by the Cook County Board of Commissioners, against COOK, in accordance with its terms.

The terms of this Agreement shall remain in effect for as long as the Traffic Signals covered by this Agreement remain under the jurisdiction of COOK or terminated by either Party.

Either Party may terminate this Agreement with ninety (90) days written notice to the counterparty.

SECTION 3. PROJECT FUNDS

There are no capital costs associated with this Agreement and no funds are exchanged between the two Parties.

SECTION 4. COOK'S RESPONSIBILITIES

- 4.1 COOK agrees to allow LAKE to use its existing fiber installed along Lake Cook Road in order to construct the INERCONNECTION. COOK shall, at its sole expense, upgrade any and all traffic signal controllers / controller software and controller cabinets necessary to be compatible with PASSAGE.
- 4.2 Following completion of the INTERCONNECTION, COOK shall continue to: (1) perform all maintenance upon said COOK SIGNALS, (2) have the sole and exclusive right to control and regulate the sequence and all other aspects of phasing and timing of all COOK SIGNALS and (3) be responsible for all maintenance associated with the COOK SIGNALS.
- 4.3 In addition to COOK personnel, the COOK Maintenance Contractor and System Monitoring and SCAT (Signal Coordination and Timing) Consultant shall have access to the PASSAGE VIDEO and SIGNAL DATA.

- 4.4 The T3 connection and computers required to operate the PASSAGE System and cameras at COOK facilities will be provided and maintained by COOK.
- 4.5 COOK shall be responsible for the design, construction and maintenance of a T3 fiber network from COOK's central network facility (located in Chicago, Illinois) to the TMC (or shall be responsible for the costs of leasing "space" on an existing T3 fiber network from COOK's central network facility to the TMC). COOK shall be responsible for installation of the T3 line on its side of the firewall. COOK and LAKE shall jointly test the T3 line for proper operation following completion of the INTERCONNECTION.
- 4.6 COOK shall provide, install and maintain the two (2) associated routers (one located at COOK's network facility and one located at the TMC). The latter shall be connected to the network equipment at the TMC. Said network equipment at the TMC shall be maintained by LAKE at no cost to COOK.
- 4.7 Any equipment (i.e. network switches, cameras, etc.) added by LAKE to COOK signal installation(s), under this Agreement or in the future, shall be maintained by COOK at its own expense.
- 4.8 It is the responsibility of COOK to articulate its specific training needs regarding PASSAGE VIDEO and SIGNAL DATA by way of a request to LAKE, as LAKE offers no formal VIDEO training program. Training (informal) as requested by COOK, including training due to software upgrades, shall be done on an as-needed basis at no cost to COOK.
- 4.9 COOK shall provide and maintain all Category-5 ("Cat5") Ethernet cable within its facility, including any and all necessary wiring/cabling/racking (and any conduits, if necessary) and is responsible for one hundred percent (100%) of all associated costs for said Cat5 Ethernet cable and maintenance.
- 4.10 COOK shall provide and maintain any and all equipment located at LAKE on its side of the T3 router, including all firewalls, computers, computer monitors and peripherals; and, is responsible for one hundred percent (100%) of all associated costs for said equipment and maintenance with no reimbursement by LAKE.
- 4.11 COOK personnel and its consultants shall adhere to the VIDEO USE POLICY, including any and all amendments to said POLICY as provided by LAKE.
- 4.12 COOK agrees to notify LAKE of any known violations to this Agreement or the VIDEO USE POLICY carried out by any person or persons.

SECTION 5. LAKE'S OBLIGATIONS

- 5.1 LAKE shall provide COOK access to PASSAGE VIDEO and SIGNAL DATA, including VIDEO obtained from those COOK SIGNALS incorporated into PASSAGE.
- 5.2 LAKE shall furnish all additional equipment for the controller cabinets and software, including any software needed to access cameras and other appurtenances in order to make a complete and operational computerized monitoring system.

- 5.3 LAKE shall provide all necessary equipment and software on its side of the firewall to make a complete working system, including any future upgrades for the PASSAGE System and VIDEO.
- 5.4 LAKE shall continue to own, operate and maintain the PASSAGE System and network equipment at the TMC, at LAKE's sole cost.
- 5.5 LAKE shall provide access to and use of the PASSAGE VIDEO and SIGNAL DATA to COOK, at no cost to COOK, in order to enhance COOK's effectiveness and efficiency, subject to the terms and conditions of this Agreement and the VIDEO USE POLICY.
- 5.6 LAKE installed pan-tilt-zoom cameras on certain COOK SIGNALS in 2006 and again in 2010; and, additional cameras may be added in the future. LAKE shall continue to provide the software necessary for both camera control and the display of VIDEO on COOK's computer(s). Any equipment (i.e. network switches, cameras, etc.) added by LAKE to COOK signal installation(s), under this Agreement or in the future, shall be maintained by COOK at no cost to LAKE.
- 5.7 LAKE shall provide to COOK personnel, COOK's Maintenance Contractor and SCAT Consultant any necessary training (informal) related to said PASSAGE System, the sharing of VIDEO and accessing, programming and monitoring SIGNAL DATA. Training will be provided on an as-needed basis following a request from COOK, at no cost to COOK.
- 5.8 LAKE shall provide one (1) current copy of the VIDEO USE POLICY to COOK within seven (7) days following any and all amendments to the VIDEO USE POLICY.
- 5.9 LAKE agrees to notify COOK of any known violations to this Agreement or the VIDEO USE POLICY carried out by any person or persons.

SECTION 6. GENERAL PROVISIONS

- 6.1 Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- 6.2 Default. LAKE shall be in default hereunder in the event of a material breach by LAKE of any term or condition of this Agreement including, but not limited to, a representation or warranty, where LAKE has failed to cure such breach within ten (10) days after written notice of breach is given to LAKE by COOK, setting forth the nature of such breach. Failure of COOK to give written notice of breach to LAKE shall not be deemed to be a waiver of COOK's right to assert such breach at a later time. Upon default by LAKE, COOK shall be entitled to exercise all available remedies at law and in equity.

COOK shall be in default hereunder in the event of a material breach by the COOK of any term or condition of this Agreement including, but not limited to, a representation or warranty, where COOK has failed to cure such breach within ninety (90) days after written notice of breach is

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given to COOK by LAKE, setting forth the nature of such breach. Upon default by COOK, LAKE shall be entitled to exercise all available remedies at law and in equity.

- 6.3 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
- 6.4 Supersession. This Agreement hereby terminates and supersedes the previous Letter of Understanding, entitled "Letter of Understanding – Lake County Traffic Management Center, Lake Cook Road (CH A50), Quentin Road to the Edens Expressway/US 41," executed by the Cook County Superintendent of Highways on July 20, 2009.
- 6.5 Force Majeure. Neither COOK nor LAKE shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.
- 6.6 Time of the Essence. The obligations of the Parties as set forth in this Agreement shall be performed in a timely manner such that it will not result in a delay of the INTERCONNECTION timetable as determined by the Parties.
- 6.7 Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first class mail.

IF TO COOK COUNTY:

Mr. John Yonan, P.E.
Superintendent of Highways
Cook County Highway Department
69 West Washington, Suite 2300
Chicago, IL 60602

IF TO LAKE COUNTY:

Mrs. Paula J. Trigg, P.E.
Acting Director of Transportation /
Acting County Engineer
Lake County Division of Transportation
600 West Winchester Road
Libertyville, IL 60048

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IN WITNESS WHEREOF, COOK and LAKE have caused this Agreement to be executed (in duplicate) by their respective officials on the dates as shown.

EXECUTED BY COOK COUNTY:

EXECUTED BY LAKE COUNTY:

Toni Preckwinkle
President
Board of County Commissioners
Board

David B. Stolman
Chairman
Lake County

This ____ day of _____ A.D. 2012.

This ____ day of _____ A.D. 2012.

ATTEST: _____
Cook County Clerk

ATTEST: _____
Lake County Clerk

(SEAL)

(SEAL)

RECOMMENDED FOR EXECUTION

By:

Lake County
Acting County Engineer/
Acting Director of Transportation

RECOMMENDED BY:

APPROVED AS TO FORM:
Anita Alvarez, State's Attorney

Superintendent of Highways
Cook County, Illinois

Assistant State's Attorney