

DRAFT

**MASTER AGREEMENT
BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF LINDEHURST
FOR ENERGY COSTS, MAINTENANCE COSTS AND FUTURE COSTS
ASSOCIATED WITH COUNTY-OWNED AND VILLAGE-OWNED
TRAFFIC CONTROL DEVICES**

THIS MASTER AGREEMENT is entered into this ____ day of _____, A.D. 20__, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the VILLAGE OF LINDENHURST, an Illinois Municipal Corporation, acting by and through its Village President and Village Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as “parties” to THIS MASTER AGREEMENT, and either one is referred to individually as a “party” to THIS MASTER AGREEMENT.

WITNESSETH

WHEREAS, THIS MASTER AGREEMENT defines responsibilities for the energy, maintenance and future costs of traffic control signal devices with equipment, which may or may not include street lights, lighted cross walks, pedestrian flashing beacons, emergency vehicle pre-emption system(s) (hereinafter EVPS), and Lake County PASSAGE, which is the County’s system of interconnected traffic signals, cameras and network equipment, (hereinafter TRAFFIC SIGNALS), for the COUNTY-Owned TRAFFIC SIGNALS (hereinafter COUNTY SIGNALS) and VILLAGE-owned TRAFFIC SIGNALS (hereinafter VILLAGE SIGNALS), all located within the VILLAGE limits at the locations listed on EXHIBIT A of THIS MASTER AGREEMENT, which is attached hereto and hereby made a part hereof; and,

WHEREAS, the COUNTY maintains its COUNTY SIGNALS by way of a traffic signal maintenance contract (hereinafter SIGNAL MAINTENANCE CONTRACT) which is intended to (1) assure that all components of the TRAFFIC SIGNALS operate as originally installed, or as subsequently modified, (2) guard against and prevent equipment failures due to mechanical or electrical defects, and (3) in the event equipment failures do occur, due to unforeseen events, knockdowns, inclement weather, or from any cause whatsoever, insure that corrective measures are taken to maintain the continuous and uninterrupted operation of equipment; and,

WHEREAS, the VILLAGE is desirous of entering into an agreement with the COUNTY, specifically addressing the COUNTY including maintenance of the VILLAGE SIGNALS as part of the SIGNAL MAINTENANCE CONTRACT, at the sole expense of the VILLAGE at the locations listed on EXHIBIT A, beginning the first day of the first month after the execution of THIS MASTER AGREEMENT; and,

WHEREAS, maintenance, as it applies to any of the VILLAGE SIGNALS located at the locations as listed on EXHIBIT A, shall be understood to mean that as defined under the COUNTY’s

then current SIGNAL MAINTENANCE CONTRACT, which, by reference herein, is hereby made a part hereof; and,

WHEREAS, EXHIBIT A of THIS MASTER AGREEMENT may be amended by Letter of Concurrence signed by both parties to add, delete, or modify the TRAFFIC SIGNALS; and,

WHEREAS, by executing THIS MASTER AGREEMENT, the VILLAGE concurs in the COUNTY award of the COUNTY's SIGNAL MAINTENANCE CONTRACT in accordance with the standard policies and procedures as adopted and used by the COUNTY; and,

WHEREAS, the COUNTY lets the SIGNAL MAINTENANCE CONTRACT to be in compliance with the Illinois Prevailing Wage Act; and,

WHEREAS, the VILLAGE and the COUNTY have the right to terminate their obligation under THIS MASTER AGREEMENT, at will and without cause, upon sixty (60) days prior written notice to one another before the next programmed letting of the SIGNAL MAINTENANCE CONTRACT; and,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made pursuant to all applicable statutes, local ordinances and authority, the COUNTY and the VILLAGE do hereby enter into the following:

SECTION I.

Recitals/Headings

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the "headings" as contained in THIS MASTER AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS MASTER AGREEMENT shall control.

SECTION II.

Energy Costs, Maintenance Costs and Future Costs for COUNTY SIGNALS

1. It is mutually agreed by and between the parties that energy costs required for the operation of all COUNTY SIGNALS located at the intersections as listed in the attached EXHIBIT A shall be proportioned as indicated in EXHIBIT A.
2. It is mutually agreed by and between the parties hereto that MAINTENANCE, as it applies to any of the COUNTY SIGNALS located at any of the intersections as listed in the attached EXHIBIT A shall be understood to mean that as defined under the COUNTY's then current

Traffic Signal Maintenance Contract, which, by reference herein, is hereby made a part hereof.

3. The COUNTY agrees to perform MAINTENANCE for the COUNTY SIGNALS with reimbursement from the VILLAGE per the cost-sharing schedule detailed in the attached EXHIBIT A.
4. It is mutually agreed by and between the parties hereto that, from time to time, the COUNTY SIGNALS may require modernization, improvement, revision, replacement, major repairs, and upgrading (hereinafter referred to as FUTURE WORK) having associated costs (hereinafter FUTURE COSTS). It is further mutually agreed by and between the parties that the COUNTY, in cooperation with the VILLAGE, when appropriate, shall determine the extent of any FUTURE WORK and that a notice of no less than one (1) year for any FUTURE WORK shall be provided by and between the parties for planning and budgeting purposes.
5. The VILLAGE agrees to reimburse the COUNTY for all FUTURE COSTS of said FUTURE WORK performed by the COUNTY for COUNTY SIGNALS per the cost-sharing schedule detailed in the attached EXHIBIT A.
6. It is mutually agreed by and between the parties hereto that EXHIBIT A of THIS MASTER AGREEMENT may be amended by Letter of Concurrence signed by both parties to add, delete or modify intersections with TRAFFIC SIGNALS. Said additions, deletions or modifications may result in changes to the respective cost-sharing responsibilities of the parties hereto, as these relate to maintenance costs and FUTURE COSTS and will be reflected in said EXHIBIT A. The COUNTY's County Engineer (hereinafter the COUNTY ENGINEER) shall act on behalf of the COUNTY as said actions relate to changes to EXHIBIT A, and the chief elected official shall act on behalf of the VILLAGE as said actions relate to changes to EXHIBIT A.
7. The VILLAGE agrees that, by executing THIS MASTER AGREEMENT, the VILLAGE concurs in the COUNTY award of the COUNTY's traffic signal maintenance contract in accordance with the standard policies and procedures as adopted and used by the COUNTY.

The VILLAGE further agrees that the COUNTY's traffic signal maintenance contractor, as well as any maintenance prices, may change at any time without prior written notice to the VILLAGE.

8. The VILLAGE agrees that the COUNTY shall have the sole and exclusive right to control and regulate the sequence and all other aspects of phasing and timing of all COUNTY SIGNALS.

SECTION III.

Energy Costs, Maintenance Costs, Extra Work, Extra Work Costs, Future Work and Future Costs for VILLAGE SIGNALS

1. It is mutually agreed by and between the parties hereto that the COUNTY administers a county-wide SIGNAL MAINTENANCE CONTRACT which is based on an annual letting cycle to be let and awarded by the COUNTY at its sole discretion. It is further mutually agreed by the parties hereto that the contract has an initial term, typically one or two years, which may be extended by the COUNTY in accordance with the terms and conditions in the SIGNAL MAINTENANCE CONTRACT, and that the COUNTY also reserves the right to let and award the SIGNAL MAINTENANCE CONTRACT in perpetuity.
2. It is mutually agreed that the COUNTY, at the request of the VILLAGE, agrees to perform, or to have performed, maintenance for the VILLAGE SIGNALS with reimbursement from the VILLAGE per the cost-sharing schedule detailed on EXHIBIT A.
3. The VILLAGE agrees to pay one hundred percent (100%) of all energy costs required for the operation of all VILLAGE SIGNALS at the locations as listed on EXHIBIT A, except as otherwise noted. Said energy costs shall be paid directly to the utility company providing the energy for the operation of said VILLAGE SIGNALS.
4. It is mutually agreed by and between the parties hereto that maintenance, as it applies to any of the VILLAGE SIGNALS at any of the locations as listed on EXHIBIT A shall be understood to mean that as defined under the COUNTY's then current SIGNAL MAINTENANCE CONTRACT.

It is further mutually agreed by and between the parties hereto that the COUNTY shall provide the VILLAGE with a copy of said SIGNAL MAINTENANCE CONTRACT.

5. It is mutually agreed that maintenance of the VILLAGE SIGNALS shall include maintenance of the street lighting that is attached to the signal poles and/or mast arm poles. All other street lighting not attached to the VILLAGE SIGNALS shall remain the maintenance responsibility of the VILLAGE.
6. It is mutually agreed that any and all communications and requests regarding maintenance of or work to be performed on the VILLAGE SIGNALS shall be from the VILLAGE to the COUNTY and not from the VILLAGE directly to the COUNTY's SIGNAL MAINTENANCE CONTRACT contractor (hereinafter COUNTY's CONTRACTOR).
7. It is mutually agreed that all VILLAGE SIGNALS listed on EXHIBIT A shall be inspected by the VILLAGE, COUNTY, and the COUNTY's CONTRACTOR and any deficiencies shall be corrected by the VILLAGE at the VILLAGE's cost prior to the COUNTY's CONTRACTOR beginning maintenance of the VILLAGE SIGNALS.

8. It is mutually agreed that the VILLAGE shall notify the COUNTY's Traffic Department of any planned, upcoming, or active construction projects that may affect the VILLAGE SIGNALS so that the VILLAGE, the COUNTY and the COUNTY's CONTRACTOR can inspect the appropriate VILLAGE SIGNALS prior to transferring maintenance of the signals to the VILLAGE's construction contractor.
9. It is mutually agreed by and between the parties hereto that extra work outside of the scope of the TRAFFIC SIGNAL MAINTENANCE CONTRACT (hereinafter EXTRA WORK) may be required and/or requested by the VILLAGE for any of the VILLAGE SIGNALS at any of the locations as listed on EXHIBIT A. Said EXTRA WORK may result in extra cost, which are solely the responsibility of the VILLAGE (hereinafter EXTRA COST). It is further mutually agreed by and between the parties that the VILLAGE shall determine the extent of any EXTRA WORK for VILLAGE SIGNALS and that a notice of no less than thirty (30) days for any EXTRA WORK shall be provided in writing by the VILLAGE to the COUNTY regarding the request for said EXTRA WORK. The VILLAGE further agrees to pay one hundred percent (100%) of all EXTRA COSTS in the full amount within thirty (30) days of the receipt of invoice billings from the COUNTY.
10. It is mutually agreed by and between the parties hereto that repairs of motorist caused damage or "knockdowns" of traffic signal heads and posts, mast arm assemblies, cabinets or any other piece of equipment (hereinafter KNOCKDOWNS) at any of the VILLAGE SIGNALS locations listed on EXHIBIT A will be repaired by the COUNTY's CONTRACTOR. Repair shall include replacing or making temporary and/or permanent repairs to equipment which is damaged by vehicular traffic. Repair of said KNOCKDOWNS will result in additional costs that shall one hundred percent (100%) the responsibility of the VILLAGE and shall be paid by the VILLAGE to the COUNTY in the full amount within thirty (30) days of the receipt of invoice billings from the COUNTY. The VILLAGE is solely responsible for all costs associated with KNOCKDOWNS regardless of whether the VILLAGE is able to recover these costs from motorist insurance or not.
11. It is mutually agreed by and between the parties hereto that, from time to time, the VILLAGE SIGNALS may require more extensive capital improvements including but not limited to modernization, major repairs, and/or replacement (hereinafter FUTURE WORK). It is further mutually agreed by and between the parties hereto that all FUTURE WORK will remain the responsibility of the VILLAGE, to be performed as a separate VILLAGE project outside of the of the SIGNAL MAINTENANCE CONTRACT, and that any costs related to FUTURE WORK on VILLAGE SIGNALS shall be entirely the responsibility of the VILLAGE, as detailed on EXHIBIT A.
12. It is mutually agreed by and between the parties hereto that EXHIBIT A of THIS MASTER AGREEMENT may be amended by Letter of Concurrence signed by both parties to add, delete or modify TRAFFIC SIGNALS. Said additions, deletions or modifications may result in changes to the respective cost-sharing responsibilities of the parties hereto, as these relate to maintenance costs and future costs and will be reflected in said EXHIBIT A. The COUNTY

ENGINEER shall act on behalf of the COUNTY as said actions relate to changes to EXHIBIT A, and the chief elected official shall act on behalf of the VILLAGE as said actions relate to changes to EXHIBIT A.

13. The VILLAGE agrees that, by executing THIS MASTER AGREEMENT, the VILLAGE concurs with the terms and conditions of the COUNTY's SIGNAL MAINTENANCE CONTRACT in accordance with the standard policies and procedures as adopted and used by the COUNTY.

The VILLAGE further agrees that the COUNTY's CONTRACTOR, as well as any maintenance prices, may change at any time without prior written notice to the VILLAGE.

14. It is mutually agreed that the VILLAGE shall have the sole and exclusive right to control and regulate the sequence and all other aspects of phasing and timing of the VILLAGE SIGNALS.
15. It is mutually agreed that the COUNTY's CONTRACTOR will respond on behalf of the VILLAGE to all JULIE requests received related to the VILLAGE SIGNALS, requesting information regarding the location of underground cable for VILLAGE SIGNALS and associated interconnect equipment.

It is further mutually agreed that the VILLAGE shall be responsible for all fees associated with JULIE membership and JULIE locate tickets related to the VILLAGE SIGNALS.

16. The VILLAGE agrees to exercise extreme caution when performing any work in the vicinity of VILLAGE SIGNALS and along the interconnect route so as not to damage, destroy or disconnect the fiber optic infrastructure or otherwise diminish the capabilities of the Lake County PASSAGE system. Should the VILLAGE cause such damage to occur, the VILLAGE shall immediately notify the COUNTY ENGINEER and a repair strategy will be determined in consultation with the VILLAGE. The VILLAGE shall be responsible for one hundred percent (100%) of all costs necessary to repair said damage. This provision of THIS MASTER AGREEMENT applies to VILLAGE officials, officers, employees, agents, representatives, permittees and/or contractors.
17. It is mutually agreed by and between the parties hereto that the COUNTY, in consultation with the VILLAGE, will have the right to place the standard Lake County PASSAGE sticker/emblem onto the exterior of the traffic signal controller cabinets in conjunction with any VILLAGE stickers, emblems or other identifying markings.
18. The VILLAGE agrees that the COUNTY and its authorized agents, including the COUNTY's CONTRACTOR, shall enjoy the right of entry onto the VILLAGE's rights-of-way, or other real estate onto which the VILLAGE has been granted the right of entry, to inspect, maintain, install, repair, update, modernize, reconstruct, and/or perform any work that is necessary for the maintenance of the VILLAGE SIGNALS. Said right of entry shall remain in full force and effect for such a period of time as the VILLAGE SIGNALS, or any part thereof, are listed on EXHIBIT A.

The VILLAGE further agrees that the COUNTY and its authorized agents, including the COUNTY's CONTRACTOR, shall enjoy the right of entry onto the VILLAGE's rights-of-way, or other real estate onto which the VILLAGE has been granted the right of entry, to perform any work deemed necessary, in the sole judgment of the COUNTY ENGINEER, in support of the Lake County PASSAGE program, including, but not limited to: the installation of the necessary conduits, cables and fiber optics to connect the COUNTY's equipment within the VILLAGE to the COUNTY's Transportation Management Center, located at the Division of Transportation Office in Libertyville, Illinois. Said right of entry shall continue in perpetuity.

19. The VILLAGE and the COUNTY have the right to terminate their obligation under THIS MASTER AGREEMENT, at will and without cause, upon sixty (60) days prior written notice to one another before the next programmed letting of the SIGNAL MAINTENANCE CONTRACT.

SECTION IV.

Treatment of VILLAGE-Owned EMITTERS

1. If the VILLAGE operates EMITTERS for any reason, the VILLAGE shall monitor the operation of the EVPS located at those intersections listed in the attached EXHIBIT A, and, if any portion of the EVPS is not functioning as designed, it is the responsibility of the VILLAGE to make prompt notification to the COUNTY of the operational problems of said EVPS at said intersections.
2. The COUNTY reserves the right to modify, modernize, upgrade, improve, revise, replace, repair, remove or re-install any or all of the EVPS equipment at any of the INTERSECTIONS, excluding the EMITTERS (which are the property of the VILLAGE), as may be best determined by the COUNTY ENGINEER.
3. The VILLAGE agrees that, should there exist or arise issues of compatibility between the COUNTY's EVPS and the VILLAGE's EMITTERS, the VILLAGE shall be responsible for one-hundred percent (100%) of all costs (including equipment costs and/or repair costs) necessary to remedy said issues of compatibility, including the purchase of new EMITTERS; however, in such cases, the COUNTY shall make a reasonable, "good faith" effort to rectify said issues using COUNTY personnel and resources, but shall in no case incur any monetary expense in its attempts to rectify said issues.

SECTION V.

General Provisions

1. It is mutually agreed by and between the parties hereto that payments due to the COUNTY by the VILLAGE in accordance with the provisions of THIS MASTER AGREEMENT shall be made in a lump sum amount for the full amount within thirty (30) days of the receipt of invoice billings from the COUNTY.

2. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, improve, manage, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that nothing contained in THIS MASTER AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, officers, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under THIS MASTER AGREEMENT.
4. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that (1) THIS MASTER AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS MASTER AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS MASTER AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
5. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall be deemed to take effect on October 1, 2023, provided the duly authorized agents of the parties hereto duly execute THIS MASTER AGREEMENT by affixing their signatures prior to October 1, 2023. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS MASTER AGREEMENT is subsequent to October 1, 2023, the effective date of THIS MASTER AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of the parties hereto affixes their signature.
6. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.

7. It is mutually agreed by and between the parties hereto that the provisions of THIS MASTER AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS MASTER AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS MASTER AGREEMENT.
8. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS MASTER AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof. Any prior written agreements between the parties hereto shall remain in full force and effect except as modified by THIS MASTER AGREEMENT. In the event any prior agreements conflict with THIS MASTER AGREEMENT, THIS MASTER AGREEMENT shall control.
9. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS MASTER AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
10. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
11. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS MASTER AGREEMENT.
12. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall remain in full force and effect for such a period of time as any of the COUNTY SIGNALS and VILLAGE SIGNALS located at any of the intersections listed in the attached EXHIBIT A remain in place, in use and in operation.

ATTEST:

Melissa Forsberg
VILLAGE Clerk



VILLAGE OF LINDENHURST

By: [Signature]
Village President

Date: 9.11.23

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Director of Transportation/County Engineer
Lake County

ATTEST:

County Clerk
Lake County

COUNTY OF LAKE:

By: _____
Chair
Lake County Board

Date: _____

EXHIBIT A
DIVISION OF COSTS
6/26/23

Location of COUNTY SIGNALS	Effective Date	MAINTENANCE and FUTURE COSTS		ENERGY COSTS	
		VILLAGE %	COUNTY %	VILLAGE %	COUNTY %
Sand Lake Road at Beck Road	9/22/2005	33.3	66.7	100	0
Grass Lake Road at Beck Road	6/9/2004	50	50	100	0

Location of VILLAGE SIGNALS	Effective Date	MAINTENANCE and FUTURE COSTS		ENERGY COSTS	
		VILLAGE %	COUNTY %	VILLAGE %	COUNTY %
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