

**AGREEMENT
BETWEEN THE COUNTY OF LAKE AND
THE NEWPORT TOWNSHIP FIRE PROTECTION DISTRICT
FOR TEMPORARY EMERGENCY FIRE SERVICES
FOR THE INTERSECTION IMPROVEMENTS AT
WADSWORTH ROAD (COUNTY HIGHWAY 17) AND
DILLEYS ROAD (COUNTY HIGHWAY 15)**

THIS AGREEMENT is entered into this 12 day of FEBRUARY, A.D. 2020, 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 NEWPORT TOWNSHIP FIRE PROTECTION DISTRICT, duly organized and operating pursuant to the Illinois Fire Protection District Act (the "FPDA", 70 ILCS 705/0.01 et seq.) and a unit of local government (per Section 1 of Article VII of the Illinois Constitution), and hereinafter referred to as the FIRE DISTRICT. The COUNTY and the FIRE DISTRICT are hereinafter referred to collectively as "Parties" to THIS AGREEMENT, and each one is referred to individually as a "Party" to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the traveling public, is desirous of making certain permanent roadway improvements, including the construction of a roundabout, at the intersection of Wadsworth Road (COUNTY Highway 17) and Dilleys Road (COUNTY Highway 15) (hereinafter INTERSECTION) and shall be known as COUNTY Section 17-00076-19-CH; and,

WHEREAS, the INTERSECTION is located within the service boundary of the FIRE DISTRICT as generally depicted on the attached Exhibit A to THIS AGREEMENT, which is attached hereto and made a part hereof; and,

WHEREAS, in order to construct the roundabout, it is necessary that the INTERSECTION be closed to all vehicular traffic (hereinafter CLOSURE). A detour approved by the Illinois Department of Transportation will be set up utilizing Stearns School Road, US Route 41, IL Route 173 and Hunt Club Road; and,

WHEREAS, the FIRE DISTRICT uses the INTERSECTION to access portions of its service area and has requested two additional firefighter/paramedic personnel on a full-time basis during the period of the CLOSURE, for its Station #2, located on the west side of I-94, during the duration of the CLOSURE in order to provide necessary fire protection and emergency services for that portion of its district affected by the CLOSURE (hereinafter TEMP STAFF); and,

WHEREAS, the COUNTY has agreed to provide funding to the FIRE DISTRICT for the TEMP STAFF; and,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the parties do hereby agree to 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 AGREEMENT are for reference only, and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

**SECTION II.
COUNTY and FIRE DISTRICT Commitments**

1. The duration of the CLOSURE is expected to be 90 days estimated from June 1, 2020 through August 31, 2020. The FIRE DISTRICT agrees to set up the temporary emergency services, including the TEMP STAFF, in order to provide necessary fire protection and emergency services for their portion of its service area that will be impacted by the CLOSURE.
2. The FIRE DISTRICT agrees that the temporary service, including the TEMP STAFF, will be fully operational by June 1, 2020.
3. The FIRE DISTRICT agrees to structure its agreement with the TEMP STAFF provider, such that the term of the contract is for a minimum of 90 days with the option of extending the term on a day to day basis to a maximum term of 120 days.
4. In the event the INTERSECTION needs to be closed for more than 120 days, the COUNTY will, prior to the end of the 120 day period, make provisions with the FIRE DISTRICT for reimbursement of such additional costs to the FIRE DISTRICT for the extension of the temporary emergency services.
5. The COUNTY agrees to reimburse the FIRE DISTRICT for its costs for the TEMP STAFF for a minimum of 90 days. The costs for the TEMP STAFF are estimated to be \$214,546 based on an estimate provided to the COUNTY by the FIRE DISTRICT.
6. The COUNTY agrees to pre-fund the FIRE DISTRICT for 80 days of the cost for the TEMP STAFF. This initial payment is estimated to be \$190,710 and will be paid to the FIRE DISTRICT before June 1, 2020.

7. The COUNTY agrees to pay the remaining cost for the TEMP STAFF on a daily basis, within 30 days of receipt of an invoice from the FIRE DISTRICT, starting July 1, 2020. At this time, the daily invoices are estimated to be \$2,383.84.
8. The COUNTY agrees to provide the FIRE DISTRICT with at least two weeks written notice of that date on which the INTERSECTION will be open to traffic or if it will be necessary to extend the closure beyond August 30, 2020. The extension of the closure will be paid on a daily basis at an estimated cost of \$2,383.84.

SECTION III. General Provisions

1. It is mutually agreed by and between the parties hereto that nothing contained in THIS 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 FIRE DISTRICT (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The FIRE DISTRICT is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
2. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY's County Engineer to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. 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 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 AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS 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.
4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on April 1, 2020, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to April 1, 2020. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to April 1, 2020, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of the parties hereto affixes his/her signature.

5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in the Circuit Court for the 19th Judicial Circuit, Lake County, Illinois, 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.
6. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS 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 AGREEMENT.
7. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
8. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the COUNTY, except as provided for in THIS AGREEMENT.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
11. It is mutually agreed by and between the parties hereto that any notice required by the provisions of THIS AGREEMENT shall be mailed to:

If to the COUNTY:

Attn: Director of Transportation/County Engineer
Lake County Division of Transportation
600 West Winchester Road
Libertyville, IL, 60048-1381

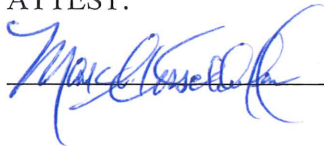
If to the FIRE DISTRICT:

Attn: Fire Chief
Newport Township Fire Protection District
39010 Caroline Avenue
Wadsworth, IL 60083

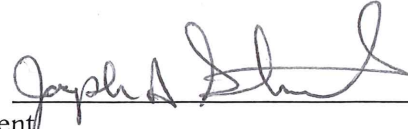
12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by January 1, 2025.

**NEWPORT TOWNSHIP FIRE
PROTECTION DISTRICT**

ATTEST:



By: _____
President



NEWPORT TOWNSHIP FIRE
PROTECTION DISTRICT

Date: 02/12/2020

RECOMMENDED FOR EXECUTION

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

COUNTY OF LAKE

ATTEST:

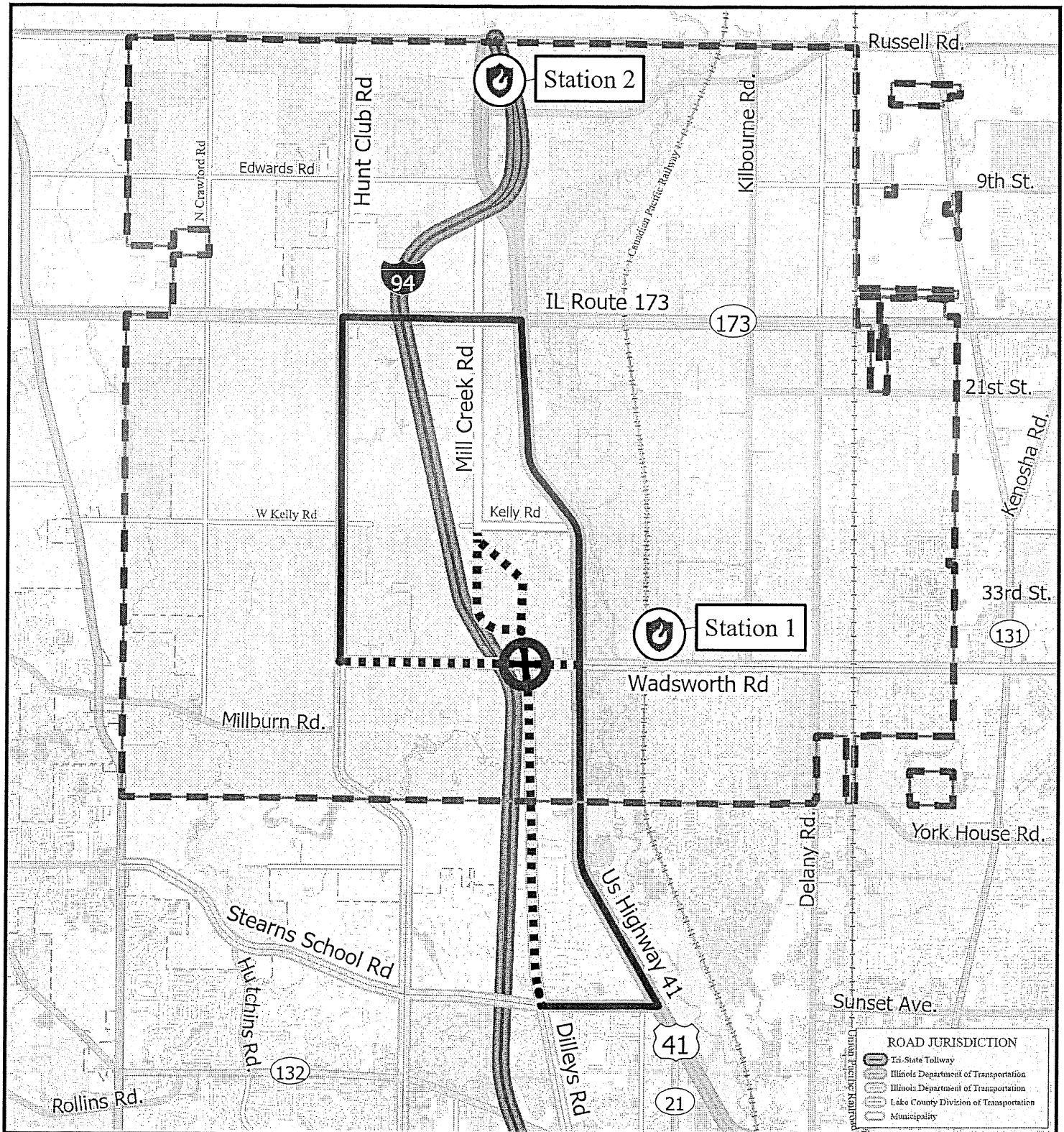
County Clerk

By: _____
Chair
Lake County Board

Date: _____

Wadsworth/Dilleys Roundabout

Newport Township Fire Protection District



0 0.5 1 Miles

Newport Township
Fire Protection

District Boundary

Fire Stations

Detour Plan

Detour

Local Traffic Only

Project Location

LakeCounty
Division of Transportation

LCDOT GIS Department
1/31/2020