

**MASTER AGREEMENT  
BETWEEN THE COUNTY OF LAKE AND THE CITY OF HIGHLAND PARK  
FOR ENERGY COSTS AND MAINTENANCE COSTS  
ASSOCIATED WITH CITY-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 City of Highland Park, an Illinois Municipal Corporation, acting by and through its Mayor and City Council, hereinafter referred to as the CITY. The COUNTY and the CITY 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**, the COUNTY is the lead agency for a federally-funded traffic signals improvements project (hereinafter the IMPROVEMENT), also referred to as County Section **06-00924-00-TL**, administered through the Illinois Department of Transportation (IDOT), involving work along roadways not under COUNTY jurisdiction, at multiple locations within the CITY's corporate limits; and,

**WHEREAS**, more specifically, the IMPROVEMENT consists of the interconnection of certain traffic control signals and equipment, which may or may not contain emergency vehicle pre-emption system(s) (EVPS) and connection to Lake County PASSAGE, which is the County's system of interconnected traffic signals, cameras and network equipment (hereinafter referred to as TRAFFIC SIGNALS) at twenty-six (26) intersections, as listed in the attached EXHIBIT A to THIS MASTER AGREEMENT, which by reference herein hereby becomes a part hereof; and all other work necessary to complete the IMPROVEMENT in accordance with the approved plans, specifications and estimates. Said approved plans, specifications and estimates by reference herein are hereby made a part hereof; and,

**WHEREAS**, the COUNTY has applied for and received Congestion Mitigation/Air Quality (CMAQ) federal funding relating to the IMPROVEMENT; and,

**WHEREAS**, federal funding in the amount of \$164,000 has been approved through IDOT for the so-called combined "Phase I" preliminary engineering costs and the "Phase II" design engineering costs, and it is anticipated that an additional \$2,428,800 in CMAQ federal funding will be approved for so-called "Phase III" combined construction and construction engineering costs. Any of the project phases as heretofore described (i.e., Phase I, Phase II or Phase III) may be referred to as a PHASE or in the collective as PHASES in THIS MASTER AGREEMENT; and,

**WHEREAS**, the IMPROVEMENT's PHASE costs and the cost-sharing responsibilities thereof are as listed in the attached EXHIBIT B to THIS MASTER AGREEMENT, which by reference herein hereby becomes a part hereof; and,

**WHEREAS**, the proposed interconnection of certain traffic signals under the jurisdiction of the CITY (hereinafter CITY SIGNALS) with the Lake County PASSAGE system results in the need for the COUNTY and the CITY to enter into a master agreement in order to (1) identify those CITY SIGNALS which will be included as an integrated part of the Lake County PASSAGE system, and (2) address the timing and sequencing of said CITY SIGNALS;

**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 CITY 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 and Maintenance Costs for CITY SIGNALS**

1. It is mutually agreed by and between the parties hereto that the work as contemplated herein on any roadways that are not part of the designated County Highway System of Lake County is authorized by the CITY and the COUNTY, in accordance with 605 ILCS 5/5-408 and/or 605 ILCS 5/5-701.7(c).
2. It is mutually agreed by and between the parties hereto that the source of Congestion Mitigation/Air Quality (CMAQ) federal funding is the Federal Highway Administration (hereinafter FHWA) and that IDOT serves as the local administrator [to the COUNTY] of said CMAQ federal funding.
3. The COUNTY agrees to enter into a joint agreement with IDOT regarding the construction of the IMPROVEMENT, to ensure compliance with FHWA and IDOT requirements.
4. The COUNTY agrees to prepare, or cause to be prepared, all necessary surveys, land acquisition documents and engineering plans and the associated specifications and estimates as required, as prescribed by IDOT and/or the FHWA. The COUNTY further agrees to secure any and all permits and/or approvals that may be required in conjunction with the construction of the IMPROVEMENT or as required to satisfy IDOT and/or FHWA requirements, as they relate to

the IMPROVEMENT.

5. The COUNTY agrees to provide a complete set of the engineering plans, associated specifications and estimates for the IMPROVEMENT to the CITY, for the CITY's review and approval. Said review and approval processes shall not be unnecessarily withheld.
6. It is mutually agreed by and between the parties hereto that upon completion of the IMPROVEMENT, the jurisdiction of all traffic signals subject to the IMPROVEMENT shall remain unchanged.

It is further mutually agreed by and between the parties hereto that upon completion of the IMPROVEMENT, the CITY shall continue performing routine maintenance upon the CITY SIGNALS located at the intersections as listed in the attached EXHIBIT C, with no reimbursement by the COUNTY.

7. It is mutually agreed by and between the parties hereto that upon completion of the IMPROVEMENT, the CITY shall have the sole and exclusive right to control and regulate the sequence and all other aspects of phasing and timing of all CITY SIGNALS as listed in the most current EXHIBIT C.
8. The CITY agrees to pay one-hundred percent (100%) of all energy costs required for the operation of all CITY SIGNALS located at the intersections as listed in the attached EXHIBIT C. Said energy costs shall be paid directly to the utility company providing the energy for the operation of said CITY SIGNALS.
9. The CITY agrees to respond to all Joint Utility Locating Information for Excavators (JULIE) requests received, requesting information regarding the location and depth of underground cable for CITY SIGNALS and associated interconnect equipment.
10. The CITY agrees to exercise extreme caution when performing any work in the vicinity of CITY SIGNALS, 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 CITY cause such damage to occur, the CITY shall immediately notify the COUNTY's County Engineer (hereinafter the COUNTY ENGINEER) and immediately begin making repairs to said Lake County PASSAGE system. In the event the CITY or its authorized contractor(s) cannot perform the repairs (or if the repairs are performed in a manner that is not to the satisfaction of the COUNTY ENGINEER), the COUNTY reserves the right to perform the repairs, subject to full reimbursement by the CITY. This provision of THIS MASTER AGREEMENT applies to CITY officials, officers, employees, agents, representatives, permittees and/or contractors.
11. It is mutually agreed by and between the parties hereto that EXHIBIT C of THIS MASTER AGREEMENT may be amended by letter of concurrence signed by both parties to add or delete intersections where CITY SIGNALS are located. The COUNTY ENGINEER shall act on behalf

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

12. It is mutually agreed by and between the parties hereto that once certain CITY SIGNALS are interconnected with the Lake County PASSAGE system (those signals listed in EXHIBIT C), those CITY SIGNALS shall, from time to time, require maintenance beyond that required of CITY SIGNALS not interconnected with the Lake County's PASSAGE system. These special maintenance items (hereinafter SPECIAL MAINTENANCE) shall include repairs related to the COUNTY's traffic signal communication network and shall be defined under the COUNTY's then current Traffic Signal Maintenance Contract.
13. It is mutually agreed by and between the parties hereto that the COUNTY shall perform SPECIAL MAINTENANCE upon the interconnected CITY SIGNALS, with no reimbursement by the CITY, per the cost-sharing schedule detailed in the attached EXHIBIT C to THIS MASTER AGREEMENT.
14. It is mutually agreed by and between the parties hereto that the COUNTY, in consultation with the CITY, 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 CITY stickers, emblems or other identifying markings.
15. The CITY agrees that the COUNTY and their authorized agents shall enjoy the right of entry onto the CITY's rights-of-way, or other real estate onto which the CITY 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 construction and maintenance of the IMPROVEMENT. Said right of entry shall remain in full force and effect for such a period of time as the intersection(s) at which said CITY SIGNALS, or any part thereof, are located are included in the attached EXHIBIT C.

The CITY further agrees that the COUNTY and their authorized agents shall enjoy the right of entry onto the CITY's rights-of-way, or other real estate onto which the CITY 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 CITY 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.

### **SECTION III. General Provisions**

1. It is mutually agreed by and between the parties hereto that payments due to the COUNTY by the CITY pursuant to Provision II.10 of THIS MASTER AGREEMENT shall be made in a lump

sum amount for the full amount of any invoice billings 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 CITY (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 CITY 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 provisions 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 **December 1, 2008**, provided the duly authorized agents of the parties hereto duly execute THIS MASTER AGREEMENT by affixing their signatures prior to December 1, 2008. In the event the date that the last authorized agent of the parties hereto affix their signature to THIS MASTER AGREEMENT is subsequent to December 1, 2008, 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 agreements between the parties hereto shall remain in full force and effect, except as modified by THIS MASTER AGREEMENT.
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. The COUNTY shall retain exclusive ownership and functional control, for the exclusive use of the COUNTY, of any single-mode or multi-mode fiber cable and appurtenances installed pursuant to THIS MASTER AGREEMENT that is a part of the Lake County PASSAGE system, carrying traffic-related data to and between traffic signal controllers. The COUNTY ENGINEER shall specify what portion of the interconnected system shall be retained by the COUNTY for the aforesaid purposes of carrying traffic-related data to and between traffic signal controllers upon either party exercising their right of termination under this Provision.

Additionally, should either of the parties hereto elect to terminate THIS MASTER AGREEMENT, the COUNTY shall also retain exclusive ownership and functional control, for the exclusive use of the COUNTY, of that portion of the Lake County PASSAGE system providing intra-COUNTY connectivity (i.e., a data linkage between the COUNTY's equipment located in the CITY and the COUNTY's Transportation Management Center, located in Libertyville, Illinois). The COUNTY ENGINEER shall specify what portion of the interconnected system shall be retained by the COUNTY for the aforesaid purposes of providing intra-COUNTY connectivity upon either party exercising their right of termination under this Provision.

It is further mutually agreed by and between the parties hereto that, should the CITY terminate THIS MASTER AGREEMENT pursuant the provisions of THIS MASTER AGREEMENT, the CITY shall be responsible for all remaining costs (with no reimbursement by the COUNTY) required to satisfy any and all remaining contractual obligations to IDOT (as administrator for Federal Highway Administration) stipulated under the award of federal funding for the IMPROVEMENT.

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 the COUNTY shall require its electrical maintenance contractor(s) to provide insurance coverage to indemnify, save harmless

and defend the CITY against, and hold it harmless from, any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work performed on the CITY SIGNALS covered by the COUNTY's electrical maintenance contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the CITY, its agents, representatives, servants or employees.

13. 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 CITY SIGNALS located at any of the intersections as listed in the attached EXHIBIT A remain in place, in use and in operation.

**ATTEST:**

\_\_\_\_\_  
City Clerk

**CITY OF HIGHLAND PARK**

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

**RECOMMENDED FOR EXECUTION**

\_\_\_\_\_  
Martin G. Buehler, P.E.  
Director of Transportation / County Engineer  
Lake County

**COUNTY OF LAKE**

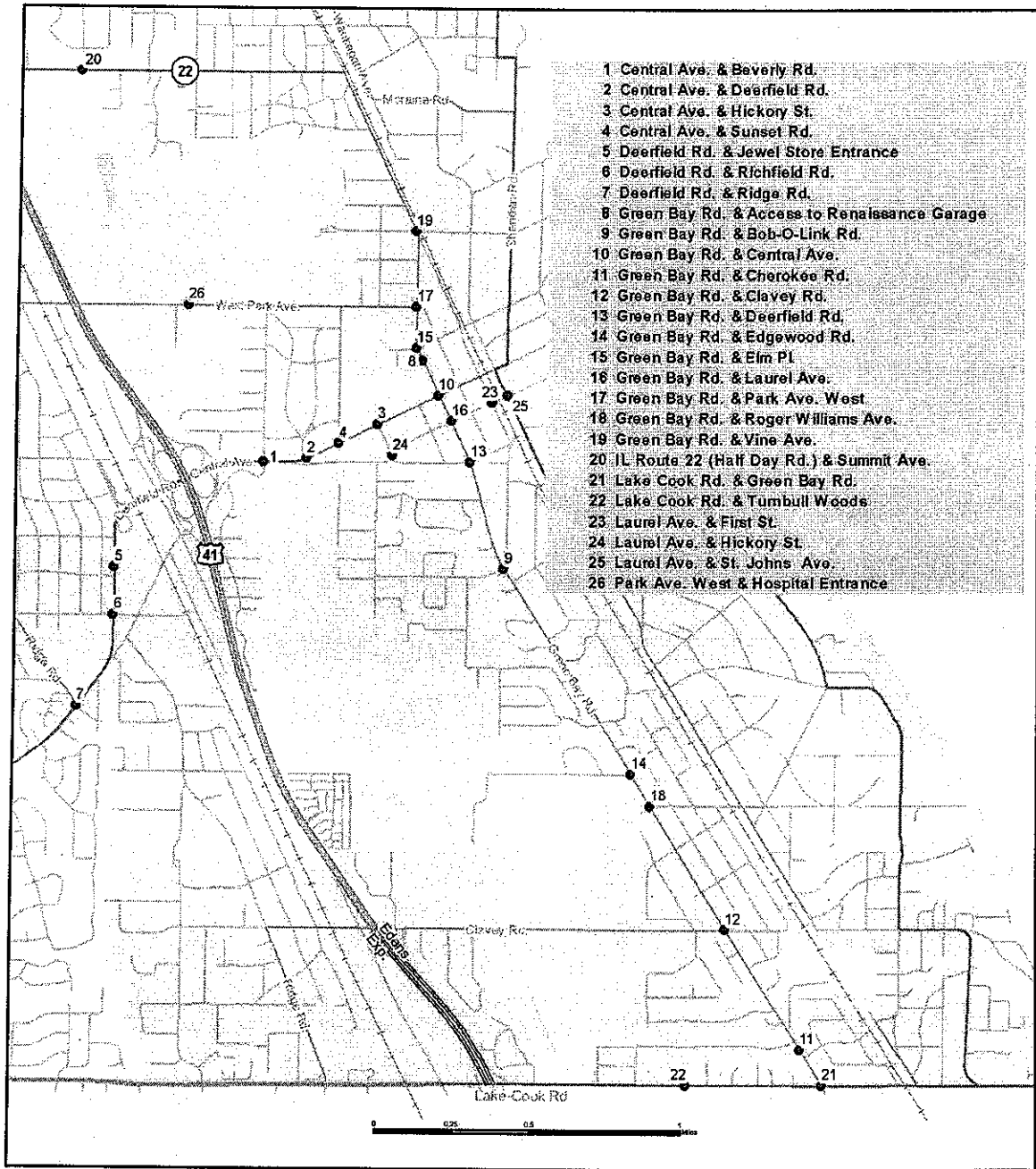
**ATTEST:**

\_\_\_\_\_  
County Clerk  
Lake County

By: \_\_\_\_\_  
Chair  
Lake County Board

Date: \_\_\_\_\_

**EXHIBIT A  
HIGHLAND PARK INTERCONNECT PROJECT  
LOCATION MAP**



- 1 Central Ave. & Beverly Rd.
- 2 Central Ave. & Deerfield Rd.
- 3 Central Ave. & Hickory St.
- 4 Central Ave. & Sunset Rd.
- 5 Deerfield Rd. & Jewel Store Entrance
- 6 Deerfield Rd. & Richfield Rd.
- 7 Deerfield Rd. & Ridge Rd.
- 8 Green Bay Rd. & Access to Renaissance Garage
- 9 Green Bay Rd. & Bob-O-Link Rd.
- 10 Green Bay Rd. & Central Ave.
- 11 Green Bay Rd. & Cherokee Rd.
- 12 Green Bay Rd. & Clavey Rd.
- 13 Green Bay Rd. & Deerfield Rd.
- 14 Green Bay Rd. & Edgewood Rd.
- 15 Green Bay Rd. & Elm Pl.
- 16 Green Bay Rd. & Laurel Ave.
- 17 Green Bay Rd. & Park Ave. West
- 18 Green Bay Rd. & Roger Williams Ave.
- 19 Green Bay Rd. & Vine Ave.
- 20 IL Route 22 (Half Day Rd.) & Summit Ave.
- 21 Lake Cook Rd. & Green Bay Rd.
- 22 Lake Cook Rd. & Tumbull Woods
- 23 Laurel Ave. & First St.
- 24 Laurel Ave. & Hickory St.
- 25 Laurel Ave. & St. Johns Ave.
- 26 Park Ave. West & Hospital Entrance





**EXHIBIT B**  
**DIVISION OF COSTS: PROJECT FUNDING**

Type of Work	FHWA (through IDOT)	%	COUNTY	%	CITY	%	Totals
Participating Construction	\$ 2,208,000	80	\$ 552,000	20	\$ -	0	\$ 2,760,000
Design Engineering	\$ 164,000	80	\$ 41,000	20	\$ -	0	\$ 205,000
Construction Engineering	\$ 220,800	80	\$ 55,200	20	\$ -	0	\$ 276,000
<b>Totals</b>	<b>\$ 2,592,800</b>	<b>80</b>	<b>\$ 648,200</b>	<b>20</b>	<b>\$ -</b>	<b>0</b>	<b>\$ 3,241,000</b>

**Note:** The above costs represent an estimate of the probable cost and are subject to change.

**EXHIBIT C**  
**DIVISION OF COSTS: MAINTENANCE COSTS**

Intersection	Effective Date	Ownership and Routine Maintenance	SPECIAL MAINTENANCE COSTS	Energy
Central Avenue at Beverly Road	(1)	Highland Park	County	Highland Park
Central Avenue at Deerfield Road	(1)	Highland Park	County	Highland Park
Central Avenue at Hickory Street	(1)	Highland Park	County	Highland Park
Central Avenue at Sunset Road	(1)	Highland Park	County	Highland Park
Deerfield Road at Jewel Store Entrance	(1)	Highland Park	County	Highland Park
Deerfield Road at Richfield Drive	(1)	Highland Park	County	Highland Park
Deerfield Road at Ridge Road	(1)	Highland Park	County	Highland Park
Green Bay Road at Access to Renaissance Garage	(1)	Highland Park	County	Highland Park
Green Bay Road at Bob-O-Link Road	(1)	Highland Park	County	Highland Park
Green Bay Road at Central Avenue	(1)	Highland Park	County	Highland Park
Green Bay Road at Cherokee Road	(1)	Highland Park	County	Highland Park
Green Bay Road at Clavey Road	(1)	Highland Park	County	Highland Park
Green Bay Road at Deerfield Road	(1)	Highland Park	County	Highland Park
Green Bay Road at Edgewood Road	(1)	Highland Park	County	Highland Park
Green Bay Road at Elm Place	(1)	Highland Park	County	Highland Park
Green Bay Road at Laurel Avenue	(1)	Highland Park	County	Highland Park
Green Bay Road at Park Avenue West	(1)	Highland Park	County	Highland Park
Green Bay Road at Roger Williams Avenue	(1)	Highland Park	County	Highland Park
Green Bay Road at Vine Avenue	(1)	Highland Park	County	Highland Park
IL Route 22 (Half Day Road) at Summit Avenue	(1)	Highland Park	County	Highland Park
Lake-Cook Road at Green Bay Road	(1)	Highland Park	County	Highland Park
Lake-Cook Road at Turnbull Woods Court	(1)	Highland Park	County	Highland Park
Laurel Avenue at First Street	(1)	Highland Park	County	Highland Park
Laurel Avenue at Hickory Street	(1)	Highland Park	County	Highland Park
Laurel Avenue at St. Johns Avenue	(1)	Highland Park	County	Highland Park
Park Avenue West at Hospital Entrance	(1)	Highland Park	County	Highland Park

(1) Upon completion of the IMPROVEMENT.