

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

THIS MASTER AGREEMENT 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 Waukegan, 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, THIS MASTER AGREEMENT defines responsibilities for the energy, maintenance and future costs of the traffic control signal devices with equipment, which may or may not contain street lights, emergency vehicle pre-emption system(s) (EVPS) and Lake County PASSAGE, which is the County’s system of interconnected traffic signals, cameras and network equipment (hereinafter TRAFFIC SIGNALS) for the CITY-owned TRAFFIC SIGNALS (hereinafter CITY SIGNALS) located at intersections as listed in EXHIBIT A of THIS MASTER AGREEMENT; and,

WHEREAS, THIS MASTER AGREEMENT hereby terminates any and all prior agreements between the COUNTY and the CITY relating to the subject matter hereof (hereinafter PRIOR AGREEMENTS). Said PRIOR AGREEMENTS include the master traffic signal agreement for energy, maintenance, and future costs with CITY-owned traffic control devices (executed June 13, 2008); and,

WHEREAS, the CITY is desirous to perform maintenance upon CITY SIGNALS; and,

WHEREAS, the COUNTY has identified certain intersections, located in close proximity to one another, for which the safety and efficient flow of the motoring public would be best served by interconnecting the CITY SIGNALS at said intersections with the Lake County PASSAGE system; and,

WHEREAS, the existing and proposed interconnection of certain 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 handling of energy costs, maintenance costs, future costs and special maintenance costs as these apply to 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, Maintenance Costs, Future Costs, and PASSAGE Special Maintenance
Costs for CITY SIGNALS**

1. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT hereby terminates any and all PRIOR AGREEMENTS between the COUNTY and the CITY relating to the subject matter hereof. Said PRIOR AGREEMENTS include the master traffic signal agreement for energy, maintenance, and future costs with CITY-owned traffic control devices (executed June 13, 2008).
2. The CITY agrees that the CITY shall perform ROUTINE MAINTENANCE for the CITY SIGNALS located at intersections as listed in the attached EXHIBIT A, with no reimbursement by the COUNTY.
3. The CITY agrees to pay one-hundred percent (100%) of all energy costs required for the operation of all CITY SIGNALS located at intersections as listed in the attached EXHIBIT A. Said energy costs shall be paid directly to the utility company providing the energy for the operation of said CITY SIGNALS.
4. The CITY agrees that the CITY shall monitor the operation of the EVPS located at any and all of the intersections of CITY SIGNALS as listed in the attached EXHIBIT A and, if any portion of the EVPS is not functioning as designed, the CITY shall be responsible for one-hundred percent (100%) of all costs (including equipment costs and/or repair costs) necessary to remedy said EVPS issues.
5. 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

traffic signal cable, and Lake County PASSAGE underground interconnect fiber optic cable, along CITY roadways for CITY SIGNALS and associated standard traffic signal equipment, without reimbursement from the COUNTY.

6. The COUNTY agrees to indemnify, defend and hold harmless the CITY, their elected officials, their duly appointed officials, agents, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries judgments and demands (collectively referred to hereinafter as “claims”) arising from and relating to the CITY’s response to JULIE requests received requesting information regarding the location and depth of Lake County PASSAGE underground interconnect fiber optic cable along CITY roadways for CITY SIGNALS.
7. The CITY agrees to exercise extreme caution when performing any work in the vicinity of CITY SIGNALS, 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.
8. It is mutually agreed by and between the parties hereto that from time to time that the CITY SIGNALS may require modernization, improvement, revision, replacement, major repairs, and/or upgrading (unrelated to the Lake County PASSAGE system) (hereinafter FUTURE WORK), having associated costs (hereinafter FUTURE COSTS). It is further mutually agreed by and between the parties that the CITY shall determine the extent of any FUTURE WORK. The CITY further agrees that any FUTURE COSTS related to FUTURE WORK on CITY SIGNALS shall be entirely the responsibility of the CITY, as detailed on EXHIBIT A.
9. If for any reason the CITY requests the COUNTY to perform any FUTURE WORK on the CITY SIGNALS, the CITY agrees to reimburse the COUNTY for all FUTURE COSTS of said FUTURE WORK performed by the COUNTY per the cost-sharing schedule detailed in the attached EXHIBIT A.
10. It is mutually agreed by and between the parties hereto that once certain CITY SIGNALS are interconnected with the Lake County PASSAGE system, those CITY SIGNALS shall, from time to time, require maintenance beyond ROUTINE MAINTENANCE required of CITY SIGNALS not interconnected with the Lake County’s PASSAGE system. These special maintenance items (hereinafter SPECIAL MAINTENANCE) shall include, but not be limited to, maintenance, testing and repairs related to the COUNTY’s traffic signal communication network, including the Lake County PASSAGE fiber optic network, Pan Tilt Zoom (PTZ) cameras, travel time readers, and network switches. Maintenance of said SPECIAL MAINTENANCE items shall be defined under the COUNTY’s then current Traffic Signal

Maintenance Contract. It is mutually agreed by and between the parties hereto that the COUNTY shall perform said SPECIAL MAINTENANCE for the CITY SIGNALS located at intersections as listed in the attached EXHIBIT A, and the costs associated with SPECIAL MAINTENANCE (hereinafter SPECIAL MAINTENANCE COSTS) shall be the responsibility of the COUNTY.

11. It is mutually agreed by and between the parties hereto that in order to perform said SPECIAL MAINTENANCE, the COUNTY, and/or the COUNTY's Traffic Signal Maintenance Contractor (hereinafter COUNTY's CONTRACTOR), will require access to the CITY SIGNALS and related equipment. The COUNTY agrees to notify the CITY's Public Works Department when accessing the CITY SIGNALS and the CITY agrees to allow said access without delay.
12. The COUNTY, and/or the COUNTY's CONTRACTOR, agrees to exercise extreme caution when performing any SPECIAL MAINTENANCE work in the vicinity of CITY SIGNALS, so as not to damage, destroy or otherwise diminish the effectiveness of the CITY SIGNALS. Should the COUNTY cause such damage to occur, the COUNTY shall immediately notify the CITY's Public Works Department and immediately begin making repairs to said CITY SIGNALS. In the event the COUNTY 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 CITY's City Engineer), the CITY reserves the right to perform the repairs, subject to full reimbursement by the COUNTY. This provision of THIS MASTER AGREEMENT applies to COUNTY officials, officers, employees, agents, representatives, permittees and/or contractors.
13. 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 or delete intersections at which CITY SIGNALS are located. Said additions or deletions may result in changes to the respective cost-sharing responsibilities of the parties hereto, as these relate to maintenance costs, FUTURE COSTS, SPECIAL MAINTENANCE COSTS, and energy 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 CITY as said actions relate to changes to EXHIBIT A.
14. The CITY agrees that, by executing THIS MASTER AGREEMENT, the CITY 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 CITY further agrees that the COUNTY's CONTRACTOR, as well as any maintenance prices, may change at any time with prior written notice to the CITY.

15. The COUNTY agrees that the CITY shall have sole and exclusive right to control and regulate the sequence and all other aspects of phasing and timing of all CITY SIGNALS. The COUNTY agrees when requested by the CITY, to assist in adjusting the timing of the CITY SIGNALS. When an incident requires temporary timing changes to the CITY SIGNALS

utilizing the Lake County PASSAGE network, the COUNTY agrees to notify the CITY's Public Works Department prior to implementing any change.

16. The CITY agrees that the COUNTY and their authorized agents, including the COUNTY's CONTRACTOR, 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, and/or perform any work that is necessary as it relates to the SPECIAL MAINTENANCE items for the CITY SIGNALS. 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 A.

The CITY further agrees that the COUNTY and their authorized agents, including the COUNTY's CONTRACTOR, shall enjoy the right of entry onto the CITY's rights-of-way, which are the subject of this Agreement, 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 County Buildings in the CITY to the COUNTY's Transportation Management Center, located at the Division of Transportation Office in Libertyville, Illinois. Said right of entry shall remain in perpetuity.

SECTION III. General Provisions

1. It is mutually agreed by and between the parties hereto that any payments due to either party in accordance with the provisions 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 an invoice billing from either party.
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, 2016, provided the duly authorized agents of the Parties hereto duly execute THIS MASTER AGREEMENT by affixing their signatures prior to December 1, 2016. In the event the date that the last authorized agent of the Parties hereto affixes their signature to THIS MASTER AGREEMENT is subsequent to December 1, 2016 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. Either of the parties hereto may terminate THIS MASTER AGREEMENT by giving thirty (30) days written notice, however, 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 that is a part of the Lake County PASSAGE system, carrying traffic-related data to and between traffic signal locations. 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 any single-mode or multi-mode fiber cable and appurtenances that is a part of the Lake County PASSAGE system providing intra-COUNTY connectivity (i.e., a data linkage between the COUNTY's County Buildings complex, located in the CITY and the COUNTY's Traffic 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 contractual obligations to IDOT (as administrator for Federal Highway Administration) stipulated under the award of federal funding for the COUNTY's "Intelligent Transport System" public improvements project, and any and all federal funding used to improve CITY SIGNALS, including, but not limited to, the improvement of CITY SIGNALS performed under COUNTY's public improvements projects 04-00272-00-TL (Washington Street), 08-00082-06-TL (Lewis Avenue at 14th Street), 08-00259-00-TL (Lewis Avenue), 08-00279-00-TL (Grand Avenue), 12-00999-28-TL (IL Route 43 and Greenleaf Street), and 12-00999-29-TL (Sheridan Road).

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 the COUNTY's CONTRACTOR 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 traffic signal 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 Waukegan

CITY OF WAUKEGAN

By: _____
Mayor
City of Waukegan

Date: _____

RECOMMENDED FOR EXECUTION

Paula J. Trigg, 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
CITY SIGNALS
12/1/16**

Intersection	Effective Date	ROUTINE MAINTENANCE		FUTURE COSTS		PASSAGE SPECIAL MAINTENANCE		ENERGY COSTS	
		CITY %	COUNTY %	CITY %	COUNTY %	CITY %	COUNTY %	CITY %	COUNTY %
Washington St. at Sheridan Rd.	5/1/2008	100	0	100	0	0	100	100	0
Washington St. at Genesee St.	5/1/2008	100	0	100	0	0	100	100	0
Washington St. at County St.	5/1/2008	100	0	100	0	0	100	100	0
Washington St. at M.L.King Jr. Ave.	5/1/2008	100	0	100	0	0	100	100	0
Washington St. at West St.	5/1/2008	100	0	100	0	0	100	100	0
Washington St. at Jackson St.	5/1/2008	100	0	100	0	0	100	100	0
Washington St. at Butrick St.	5/1/2008	100	0	100	0	0	100	100	0
Washington St. at McAree Rd.	5/1/2008	100	0	100	0	0	100	100	0
Washington St. at Washington Terr.	5/1/2008	100	0	100	0	0	100	100	0
Lewis Ave. at 14th St. (1)	6/6/2012	100	0	100	0	0	100	100	0
Lewis Ave. at 10th St.(1)	6/6/2012	100	0	100	0	0	100	100	0
Lewis Ave. at Dugdale Rd. (1)	6/6/2012	100	0	100	0	0	100	100	0
Lewis Ave. at Brookside Ave.	6/6/2012	100	0	100	0	0	100	100	0
Lewis Ave. at Washington St.	5/1/2008	100	0	100	0	0	100	100	0
Lewis Ave. at Ridgeland Ave.	6/6/2012	100	0	100	0	0	100	100	0
Lewis Ave. at Glen Flora Ave.	6/6/2012	100	0	100	0	0	100	100	0
Lewis Ave. at Harding Ave.	6/6/2012	100	0	100	0	0	100	100	0
Lewis Ave. at Roger Edwards Ave.	6/6/2012	100	0	100	0	0	100	100	0
Lewis Ave. at Williamsburg Dr.	6/6/2012	100	0	100	0	0	100	100	0
Sheridan Rd. at Glen Flora Ave.	11/18/2015	100	0	100	0	0	100	100	0
Greenleaf St./Fountain Square Pl. at Northpoint Blvd./Lakehurst Rd.	(2)	100	0	100	0	0	100	100	0

¹ The costs for these signals shall remain apportioned as listed in this table until the completion of the proposed improvement project along Lewis Avenue (project 16-00082-08-RS) and upon approval of the Jurisdictional Transfer of Lewis Avenue from the CITY to the COUNTY by IDOT.

² The effective date for the addition of the intersection shall be the first full business day after which the CITY receives written notice by the COUNTY ENGINEER of the completion of the COUNTY's "Intelligent Transport System" public improvements project 12-00999-28-TL.