

DRAFT

Local Agency: CITY OF PARK CITY, ILLINOIS	County of Lake, Illinois	
MASTER INTERGOVERNMENTAL AGREEMENT FOR THE PLACEMENT OF CITY STREET NAME SIGNS WITHIN COUNTY HIGHWAY RIGHT-OF-WAY		

THIS AGREEMENT is made and entered into 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 Park City, an Illinois Municipal Corporation, acting by and through its City Mayor and its elected and appointed officials, hereinafter referred to as the CITY. The COUNTY and the CITY are hereinafter referred to collectively as "parties" to THIS AGREEMENT, and either one is referred to individually as a "party" to THIS AGREEMENT.

**County Highway Locations Subject to THIS AGREEMENT (See EXHIBIT A)
AGREEMENT PROVISIONS**

Section A.

IT IS MUTUALLY AGREED BY THE CITY AND BY THE COUNTY:

1. That the COUNTY has jurisdiction over certain roadways located in the CITY.
2. That the CITY is desirous to install CITY street name signs at various locations along COUNTY highways as indicated in EXHIBIT A of THIS AGREEMENT.
3. That EXHIBIT A of THIS AGREEMENT may be amended to add or delete locations containing CITY street name signs. Such additions or deletions shall be considered upon written request from the CITY to the COUNTY's County Engineer, and upon approval of said request by the COUNTY's County Engineer, EXHIBIT A shall be revised to add or delete the subject location.
4. 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, manage, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined and as provided by law.
5. 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 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, or the COUNTY (including its elected officials, duly appointed officials, officers, employees and agents) the agent, representative or employee of the CITY for any purpose or in any manner whatsoever. The CITY is to be and shall remain independent of the COUNTY, and vice-versa, with respect to all services performed under THIS AGREEMENT.
6. 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 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.

7. That THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute THIS AGREEMENT affix their signatures.
8. That THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in 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.
9. 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, the illegality of such provision, paragraph, section, subdivision, clause, phrase or word shall not affect the remaining portions of THIS AGREEMENT.
10. 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. Any other prior written agreements between the parties hereto shall remain in full force and effect except as modified by THIS AGREEMENT.
11. That, except as provided heretofore in Paragraph 3 of this Section, 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.
12. That THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither 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 other party, except as provided for in THIS AGREEMENT.
13. That THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
14. That THIS AGREEMENT shall remain in full force and effect for such a period of time as any of the CITY street name signs listed in EXHIBIT A of THIS AGREEMENT remain in place, in use and in operation.

Section B.

THE CITY AGREES:

1. That the CITY street name signs shall comply with the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) 2023 edition, the Illinois Supplement to the MUTCD, and any supplements thereto or any companion or successor document or documents.
2. That the CITY street name sign blank height shall be 12" and the sign lettering height shall be 6".

3. That the CITY shall submit the proposed sign layout to the COUNTY's Division of Transportation - Traffic Department for review and approval prior to fabrication and installation.
4. That the CITY shall notify the COUNTY's Division of Transportation - Traffic Department prior to and after installation of the CITY street name signs and any sign posts.
5. That the CITY shall remove the existing COUNTY street name signs at the locations detailed in Exhibit A and shall store the signs at CITY hall for the COUNTY to pick up. The CITY shall contact the COUNTY's Division of Transportation - Sign Shop once all COUNTY signs have been removed and are ready for pick up.
6. That the CITY street name signs may be installed on the existing COUNTY street name sign posts after the CITY removes the existing COUNTY signs. If a separate post is required to be installed, the post shall be installed by the CITY in accordance with the requirements of the Illinois Standard Specifications for Road and Bridge Construction and any supplements thereto or any companion or successor document or documents.
7. That the CITY shall install the CITY street name signs, and any required sign posts, in accordance with the location(s) indicated on EXHIBIT A and shall maintain the CITY street name signs and sign posts at no cost to the COUNTY.
8. That the installation must be acceptable to the COUNTY's Division of Transportation.
9. That the CITY is solely responsible for maintaining, repairing and/or replacing any and all CITY street name signs and sign posts used for the CITY street name signs that may become damaged and/or vandalized.
10. To periodically inspect the CITY street name signs and sign posts to ensure proper function, specifically that the CITY street name signs are visible and meet retro-reflective standards.
11. To promptly remove, or cause to be removed, at no expense to the COUNTY, the CITY street name signs and sign posts upon receipt of written notification from the COUNTY's County Engineer, if, in the opinion of the COUNTY's County Engineer, operational problems occur, or the use of the CITY street name signs is contrary to the conditions and stipulations established by the COUNTY's Division of Transportation.
12. That the CITY shall reimburse the COUNTY for any and all COUNTY-incurred costs should the CITY street name signs be removed and the COUNTY street name signs be re-installed by the COUNTY.
13. To indemnify, defend and hold harmless the COUNTY, its elected and appointed officials, agents, employees and representatives, and the COUNTY's Division of Transportation, its 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 as "claims") arising from and relating to the use of the CITY street name signs at the intersection(s). The CITY further agrees to pay all damages, judgments, settlements, costs and expenses incurred by the COUNTY, including all reasonable attorney's fees and court costs, in connection with or resulting from such claims against the COUNTY.

Addenda

Additional information and/or stipulations are hereby attached and identified below as being a part of THIS AGREEMENT.

EXHIBIT A

IN WITNESS WHEREOF, the Parties hereto have caused THIS AGREEMENT to be executed by their duly authorized officers as of the dates below indicated.

CITY OF PARK CITY

COUNTY OF LAKE

By: STEVE PANNELL By: _____

Chair, Lake County Board

Title: MAYOR

Date: 1-28-25 Date: _____

Attest: Daynamar Jones Attest: _____

Clerk, Lake County

Title: City collector

Recommended for Execution

County Engineer/Director of Transportation

EXHIBIT A
12/13/24

LIST OF LOCATIONS ALONG COUNTY HIGHWAYS
WHERE CITY STREET SIGNS ARE APPROVED
FOR INSTALLATION AND OPERATION
(or those Previously Approved Now Being Deleted)

LOCATION	EFFECTIVE DATE ADDED	EFFECTIVE DATE REMOVED
1) Greenleaf Street and Walter Tippy Holderbaum Way (formerly known as Northwood Avenue)		Effective date OF THIS AGREEMENT