

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL
TRANSPORTATION AUTHORITY, FOR THE COSTS ASSOCIATED WITH
A TRANSIT SIGNAL PRIORITY SYSTEM ALONG WASHINGTON STREET
BETWEEN SHERIDAN ROAD AND TESKE BOULEVARD**

THIS 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 PACE, the Suburban Bus Division of the Regional Transportation Authority, a Division of a Municipal Corporation, acting by and through its Executive Director, hereinafter referred to as PACE.

WITNESSETH

WHEREAS, the COUNTY has secured Federal Congestion Mitigation and Air Quality Program funds, hereinafter referred to as CMAQ FUNDS, for modifications to the traffic signals, emergency pre-emption systems and communications equipment along Washington Street between Sheridan Road and Teske Boulevard, hereinafter referred to as the COUNTY IMPROVEMENT. Said COUNTY IMPROVEMENT shall be known as COUNTY Section 04-00272-00-TL; and,

WHEREAS, the COUNTY and the City of Waukegan, hereinafter the CITY, have entered into a Master Agreement for energy costs, maintenance costs and future costs associated with CITY owned traffic control devices dated June 13, 2008, hereinafter the CITY AGREEMENT. Said agreement by reference herein is hereby made a part hereof; and,

WHEREAS, said CITY AGREEMENT provides for the COUNTY to provide for the operation and maintenance of the traffic signals, emergency vehicle pre-emption systems, the interconnect and communications system and the video detection cameras on the CITY owned traffic signals that are part of the COUNTY IMPROVEMENT (i.e. the traffic signals east of IL Route 131 and exclusive of the state traffic signals at IL Route 131 and the COUNTY traffic signals at Teske Boulevard). The CITY, under the terms of said CITY AGREEMENT is to provide for routine maintenance items including lamp outages and twisted cables; and,

WHEREAS, said CMAQ FUNDS approved for the COUNTY IMPROVEMENT include the costs associated with a Transit Signal Priority system which will allow the PACE bus operator to electronically hold or extend the green time on the traffic control devices along a portion of Washington Street thereby enhancing bus movement through the corridor. Said Transit Signal Priority system shall hereinafter be referred to as the TSP SYSTEM; and,

WHEREAS, PACE is desirous to proceed with the implementation of said TSP SYSTEM as part of the COUNTY IMPROVEMENT; and,

WHEREAS, PACE agrees to reimburse the COUNTY for the twenty percent (20%) local match for the CMAQ FUNDS for said TSP SYSTEM;

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

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. The COUNTY agrees to enter into a joint agreement with the State of Illinois, hereinafter referred to as the STATE, acting by and through its Department of Transportation, hereinafter referred to as IDOT, to implement the COUNTY IMPROVEMENT in accordance with plans approved by IDOT, the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as the FHWA.
3. The COUNTY agrees, as part of the COUNTY IMPROVEMENT, to furnish and deliver to PACE the components of the TSP SYSTEM consisting of forty (40) TSP SYSTEM emitters and one (1) garage mounted test equipment.
4. PACE agrees to reimburse the County for the twenty percent (20%) local match in accordance with the following table:

Estimated Division of Cost

Equipment Item	FHWA	Local Match	Total
TSP Emitters (40)	\$61,408.00	\$15,352.00	\$76,760.00
Garage Mounted Test Equipment (1)	\$8,472.00	\$2,118.00	\$10,590.00
Total	\$69,880.00	\$17,470.00	\$87,350.00

5. PACE agrees that upon award of the construction contract by the STATE, PACE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum based on awarded contract unit prices, an amount equal to ninety-five percent (95%) of its obligation incurred under THIS AGREEMENT for the TSP SYSTEM equipment as part of the COUNTY IMPROVEMENT. Payment to the COUNTY at the time of the award of the construction contract and receipt of an invoice is estimated to amount to \$16,596.50.

PACE further agrees to pay to the COUNTY the remaining five percent (5%) of its obligation incurred under THIS AGREEMENT for the cost of the TSP SYSTEM equipment as a part of said COUNTY IMPROVEMENT. Payment to the COUNTY shall be in a lump sum, within thirty (30) days of the receipt of an invoice from the COUNTY, based on final costs and final contract quantities at contract unit prices. The final payment to the COUNTY upon completion of said COUNTY IMPROVEMENT and receipt of an invoice is estimated to amount to \$873.50.

6. It is mutually understood by and between the parties hereto that the AGREEMENT between the COUNTY and the CITY shall govern the CITY owned traffic control devices.
7. It is mutually agreed by and between the parties hereto that the COUNTY, in accordance with the CITY AGREEMENT, shall have the sole and exclusive right to program the emergency vehicle pre-emption systems on the CITY's traffic signals, so as to process so-called "Priority-Two" calls (i.e. those providing for extended green-light traffic sequences) to implement the TSP SYSTEM, as the COUNTY may in its sole discretion choose.
8. PACE acknowledges that the TSP SYSTEM is subservient to the emergency vehicle pre-emption systems.
9. PACE agrees to monitor the operation of the TSP SYSTEM and if any portion of said TSP SYSTEM is not functioning as designed or intended, it is the responsibility of PACE to make prompt notification to the COUNTY of the operational problems of said TSP SYSTEM, or to the CITY if said CITY AGREEMENT is no longer in effect.
10. PACE agrees to coordinate with the City and the COUNTY on all issues regarding bus operations on Washington Street between Illinois Route 131 (Green Bay Road) and Sheridan Road.
11. 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 PACE (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. PACE is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
12. ~~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 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.

13. It is mutually agreed by and between the parties hereto 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.
14. It is mutually agreed by and between the parties hereto that THIS 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.
15. 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.
16. 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. Any prior agreements between the parties hereto shall remain in full force and effect except as modified by THIS AGREEMENT.
17. 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.
18. It is mutually agreed by and between the parties hereto that THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

19. THIS AGREEMENT shall remain in full force and effect for such a period of time as the CITY AGREEMENT remains in effect. In the event that said CITY AGREEMENT is terminated, THIS AGREEMENT will become null and void and PACE will be responsible to coordinate with the CITY on all matters related to the TSP SYSTEM as long as said TSP SYSTEM remains in place, in use and in operation.

ATTEST:

PACE

By: _____

Executive Director

Date: _____

RECOMMENDED FOR EXECUTION

Lake County
County Engineer

COUNTY OF LAKE

By: _____

Chair
Lake County Board

Date: _____

ATTEST:

Clerk
Lake County