

Local Agency Greater Round Lake Fire Protection District	County of Lake, Illinois Intergovernmental Agreement for County Participation	Emergency Vehicle Pre-Emption Systems
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THIS 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 above-named Local Agency, an Illinois Municipal Corporation, a division of an Illinois Municipal Corporation or a Political Subdivision organized and existing under the laws of the State of Illinois, acting by and through its Corporate Authorities, hereinafter referred to as the LA.

#### Project Location

County Highway Various (refer to EXHIBIT A)  
Project Limits Various (refer to EXHIBIT A)

#### Description

THIS AGREEMENT relates to existing and future pole-mounted emergency vehicle pre-emption systems with associated apparatus and equipment, including the pole-mounted light-detector amplifiers (hereinafter EVPS) and excluding the operator's emitters (which request so-called "Priority-One" calls, which provide for green-light traffic sequences for emergency fire protection vehicles), whether they be of the handheld or vehicle-mounted variety (hereinafter EMITTERS) which are/will be installed at signalized intersections for which the COUNTY is the roadway authority of jurisdiction and for which the LA is the local fire authority of jurisdiction.

There currently exists one or more individual agreements (hereinafter referred to as the PRIOR AGREEMENTS) that relate to the maintenance costs, construction installation costs and future costs associated with EVPS at such intersections. Specifically, amongst the PRIOR AGREEMENTS is the existing MASTER AGREEMENT between the COUNTY and the LA, dated March 1, 2003, relating to the maintenance costs, construction installation costs and future costs associated with EVPS at such intersections.

THIS AGREEMENT hereby terminates and supersedes the existing MASTER AGREEMENT and all PRIOR AGREEMENTS relating to the maintenance costs, construction installation costs and future costs associated with EVPS at signalized intersections for which the COUNTY is the roadway authority of jurisdiction and for which the LA is the local fire authority of jurisdiction. Under the Provisions of THIS AGREEMENT, the COUNTY shall own, operate and maintain the EVPS at those intersections listed in the attached EXHIBIT A, which, by reference herein, is hereby made a part hereof.

#### Division of Cost

Type of Work	County	Pct.	LA	Pct.	Total
<b>EMITTERS</b>					
Maintenance (1)		0%		100%	
Future Costs (1)		0%		100%	
<b>EVPS</b>					
Modifications to restore operability (1),(2)		0%		100%	
Maintenance (1)		100%		0%	
Future Costs (1)		100%		0%	
<b>Totals</b>	\$ -		\$ -		\$ -

(1) Note: The above represent percent cost. The actual costs for final billing and reimbursement will be based on final costs and final contract quantities at contract unit prices for actual work performed. The agreed upon Division of Cost for a particular type of work may or may not be based on a percentage of the total. **Maintenance and future costs are expressed as percentages only.**

(2) Note: Refer to Provision A.3. of THIS AGREEMENT.

**DRAFT**

## AGREEMENT PROVISIONS

### A. THE LOCAL AGENCY AGREES:

- 1 That the COUNTY is the roadway authority of jurisdiction for the traffic signals equipped with EVPS at those intersections listed in EXHIBIT A of THIS AGREEMENT.
- 2 That upon execution of THIS AGREEMENT by the Parties hereto, the EVPS at the intersections listed in EXHIBIT A of THIS AGREEMENT shall become the sole and exclusive property of the COUNTY.
- 3 That the LA has, in the past and in its sole discretion, taken measures to disconnect, deactivate, disable or otherwise render non-operational certain of the EVPS at certain of the intersections listed in EXHIBIT A of THIS AGREEMENT (hereinafter DISABLED EVPS) and that the LA now wishes to modify some or all said DISABLED EVPS to return said DISABLED EVPS to fully-operational status.

The LA further agrees that it is the sole responsibility of the LA to return all DISABLED EVPS to fully-operational status before the remaining Provisions of THIS AGREEMENT shall apply to the now disabled EVPS at said intersections. The LA further agrees to perform, or cause to be performed, any and all work necessary to return said DISABLED EVPS to fully-operational status. The LA further agrees to supply at its sole expense any and all equipment necessary to return said DISABLED EVPS to fully-operational status.

The LA further agrees to supply to the COUNTY its schedule for the completion of work tasks required to return DISABLED EVPS to fully-operational status. Delivery of said schedule shall not be unnecessarily withheld. The LA shall supply in writing to the County the date upon which the LA wishes regular maintenance to be performed on those DISABLED EVPS which have been returned to fully-operational status.

- 4 That upon execution of THIS AGREEMENT by the Parties hereto, the COUNTY shall have the sole and exclusive right to control all aspects of the operation of the EVPS at the intersections listed in EXHIBIT A of THIS AGREEMENT.
- 5 That the COUNTY shall have the sole and exclusive right to program the EVPS equipment so as to process so-called "Priority-Two" calls (i.e., those providing for extended green-light traffic sequences for specific modes of public transportation), as it may in its sole discretion choose to provide to specific modes of public transportation by formal agreement.
- 6 That the COUNTY reserves the right to modify, modernize, upgrade, improve, revise, replace, repair, remove or re-install any or all of the EVPS equipment at any of the intersections listed in EXHIBIT A of THIS AGREEMENT, excluding the LA's EMITTERS, as may be best determined by the COUNTY's County Engineer. It is understood that should the COUNTY elect to change its EVPS technology platform, the COUNTY would, whenever possible, provide no less than twelve (12) months' advance notification to the LA of the proposed changes.

The LA further agrees that, should there exist or arise issues of compatibility between the COUNTY's EVPS and the LA's EMITTERS, the LA shall be responsible for one-hundred percent (100%) of all costs (including equipment costs and/or repair costs) necessary to remedy said issues of compatibility, including the purchase of new EMITTERS.

- 7 That the COUNTY reserves the right to turn off, abandon, retire-in-place or disconnect any EVPS at any time, at any of the signalized intersections listed in EXHIBIT A of THIS AGREEMENT if, in the sole judgment of the COUNTY's County Engineer, said EVPS is causing operational problems with the traffic signals. It is understood that the COUNTY shall not, as a standard practice, exercise its option under this provision to turn-off an EVPS unit at a particular signalized intersection with the sole objective of eliminating recurring or problematic traffic back-ups related to the intended use of the EVPS system.
- 8 That, for all of the EVPS locations listed in EXHIBIT A of THIS AGREEMENT, the LA shall monitor the operation of the EVPS, and, if any portion of the EVPS is not functioning as designed and/or as intended for the LA, it is the responsibility of the LA to make prompt notification to the COUNTY of the operational problems of said EVPS.

**B. THE COUNTY AGREES:**

- 1 That, following the completion of all necessary modifications to the DISABLED EVPS by the LA, pursuant to Provision A.3. of THIS AGREEMENT, the LA shall have no further financial obligation for the installation costs, including design engineering and construction engineering supervision costs, for all future EVPS to be installed at signalized intersections for which the COUNTY is the roadway authority of jurisdiction.

The COUNTY further agrees that, following the completion of all necessary modifications to the DISABLED EVPS by the LA, pursuant to Provision A.3. of THIS AGREEMENT, the LA shall have no financial obligation relating to the modification, modernization, upgrading, improvement, revision, replacement, major repairs, removal, re-installation and/or relocation for those existing EVPS locations listed in EXHIBIT A (as of the effective date of THIS AGREEMENT) (hereinafter FUTURE COSTS). Said FUTURE COSTS shall include all design engineering costs, construction engineering supervision costs, EVPS equipment costs, and all EVPS installation costs.

- 2 That, following the completion of all necessary modifications to the DISABLED EVPS by the LA, pursuant to Provision A.3. of THIS AGREEMENT, the COUNTY agrees to cause the EVPS (excluding the EMITTERS) to be maintained in proper operational condition and that the LA shall have no financial obligation for any maintenance costs relating to the EVPS (excluding the EMITTERS) at the intersections listed in EXHIBIT A. Said maintenance for the EVPS shall include, but not be limited to, the phase selector, field wiring, optical detectors, confirmation beacons, and cabinet appurtenances related to the EVPS.

- 3 That, during the construction of any COUNTY roadway improvements projects involving temporary traffic signals at any of the intersection(s) listed in EXHIBIT A of THIS AGREEMENT, the COUNTY shall provide a temporary EVPS at said intersection(s) for the duration of said roadway improvements project.

The COUNTY further agrees to replace the temporary EVPS with a permanent EVPS at said intersection(s) at the completion of said roadway improvements project.

- 4 That, following the completion of all necessary modifications to the DISABLED EVPS by the LA, pursuant to Provision A.3. of THIS AGREEMENT, should there exist or arise issues of compatibility between the COUNTY's EVPS and the LA's EMITTERS, the COUNTY shall make a reasonable, "good faith" effort to rectify said issues using COUNTY personnel and resources, but shall in no case incur any monetary expense in its attempts to rectify said issues.
- 5 Should the COUNTY elect to exercise its authority under Provision A.7. of THIS AGREEMENT to turn off, abandon, retire-in-place or disconnect any EVPS at any time, at any of the signalized intersections listed in EXHIBIT A of THIS AGREEMENT, the COUNTY shall make notification to the LA as soon as reasonably practical, not to exceed forty-five (45) days.

**C. IT IS MUTUALLY AGREED:**

- 1 By and between the Parties hereto that from time to time the COUNTY, acting by and through its County Engineer, or the LA, acting by and through its designated authority, may propose to add to or delete from the list of signalized intersections equipped with EVPS contained in EXHIBIT A of THIS AGREEMENT. The COUNTY's County Engineer and the LA's designated authority must mutually agree to any addition to or deletion from the list of signalized intersections equipped with EVPS listed in EXHIBIT A, except as heretofore provided for in Provision A.7. of THIS AGREEMENT. The COUNTY's County Engineer shall provide forty-five (45) days written notice to the LA of the effective date of any additions or deletions to EXHIBIT A for any additions or deletions that may be agreed upon pursuant to this Provision.
- 2 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 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 or co-partners between the Parties hereto, or as constituting the COUNTY (including its elected officials, duly appointed officials, officers, employees and agents) the agent, representative or employee of the LA for any purpose, or in any manner, whatsoever. The COUNTY is to be and shall remain independent of the LA with respect to all services performed under THIS AGREEMENT.

- 4 That each Party to THIS AGREEMENT 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 government, commission, board, bureau, agency or instrumentality applicable to such Party.
- 5 By and between the Parties hereto 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.
- 6 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 By and between the Parties hereto that THIS AGREEMENT contains the entire agreement of the Parties and supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof.
- 8 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, except as heretofore provided for in Provision C.1. of THIS AGREEMENT.

It is further mutually agreed by and between the Parties hereto that any written communications required in THIS AGREEMENT shall be conducted through the regular U.S. mail delivery as follows:

To the COUNTY:

County Engineer  
Lake County Division of Transportation  
600 West Winchester Road  
Libertyville, Illinois 60048  
(or the most current mailing address)

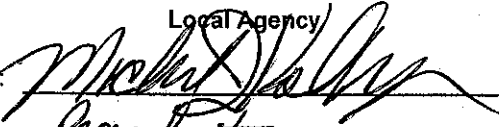
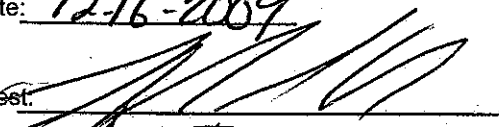
To the LA:

Fire Chief  
Greater Round Lake Fire Protection District  
409 West Nippersink Road  
Round Lake, Illinois 60073  
(or the most current mailing address)

- 9 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.
- 10 By and between the Parties hereto that THIS AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. The LA shall not 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.
- 11 THIS AGREEMENT shall be deemed to take effect on January 1, 2010, provided the duly authorized agents of the Parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to January 1, 2010. In the event the date that the last authorized agent of the Parties hereto affix their signature to THIS AGREEMENT is subsequent to January 1, 2010, 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 their signature.

12 By and between the Parties hereto that THIS AGREEMENT shall remain in full force and effect for such a period of time as any of the EVPS at the signalized intersections listed in EXHIBIT A remain in place.

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

Local Agency		County of Lake	
By: 	By: _____	Chair, Lake County Board	
Title: <u>President</u>			
Date: <u>12-16-2009</u>	Date: _____		
Attest: 	Attest: _____	Clerk, Lake County	
Title: <u>Secretary</u>			

Recommended for Execution

\_\_\_\_\_  
County Engineer / Director of Transportation

## EXHIBIT A

The following is a list of signalized intersections maintained by the COUNTY equipped with emergency vehicle pre-emption systems (or those for which emergency vehicle pre-emption systems may be installed or returned to fully-operational status, pursuant to provision A.3 of THIS AGREEMENT). Pursuant to Provision A.7. and Provision C.1. of THIS AGREEMENT, the list contained herein may be changed from time to time.

INTERSECTION		EFFECTIVE DATE ADDED <sup>(*)</sup>	EFFECTIVE DATE REMOVED
County Highway	Cross-Street		
Cedar Lake Rd. (County Hwy. 28)	at S. Amarias Dr.	1/1/10	
Cedar Lake Rd. (County Hwy. 28)	at Clarendon Dr.	-----	
Cedar Lake Rd. (County Hwy. 28)	at Hart Rd.	-----	
Cedar Lake Rd. (County Hwy. 28)	at S. Rosedale Ct.	1/1/10	
Cedar Lake Rd. (County Hwy. 28)	at Washington St.	-----	
Fairfield Rd. (County Hwy. 49)	at Lakeshore Dr.	-----	
Fairfield Rd. (County Hwy. 49)	at Nippersink Rd.	-----	
Fairfield Rd. (County Hwy. 49)	at Rollins Rd.	-----	
Rollins Rd. (County Hwy. 31)	at Cedar Lake Rd.	-----	
Rollins Rd. (County Hwy. 31)	at East End Dr.	-----	
Rollins Rd. (County Hwy. 31)	at Hainesville Rd.	-----	
Rollins Rd. (County Hwy. 31)	at Hook Dr.	-----	
Rollins Rd. (County Hwy. 31)	at Illinois Rte. 83	-----	
Rollins Rd. (County Hwy. 31)	at Jewel/Ace Commons	-----	
Rollins Rd. (County Hwy. 31)	at Lotus Dr.	-----	
Rollins Rd. (County Hwy. 31)	at Mallard Creek Dr.	-----	
Rollins Rd. (County Hwy. 31)	at N. Orchard Ln.	-----	
Rollins Rd. (County Hwy. 31)	at Nicole Ln.	-----	
Washington St. (County Hwy. 45)	at Hainesville Rd.	-----	

<sup>(\*)</sup> The Effective Date Added for an EVPS at a particular intersection shall be the latter of: (1) the effective date of THIS AGREEMENT, pursuant to Provision C.11 of THIS AGREEMENT, or (2) the date upon which the EVPS at that intersection is returned to fully operational status and notification is made to the COUNTY, pursuant to Provision A.3 of THIS AGREEMENT.