

COPY

**MASTER AGREEMENT
BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF WAUCONDA
FOR ENERGY COSTS, MAINTENANCE COSTS AND FUTURE COSTS
ASSOCIATED WITH COUNTY-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 Village of Wauconda, an Illinois Municipal Corporation, acting by and through its Mayor and Village Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE 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 hereby terminates any and all prior agreements between the COUNTY and the VILLAGE relating to the subject matter hereof (hereinafter PRIOR AGREEMENTS). Said PRIOR AGREEMENTS include, but are not limited to the MASTER AGREEMENT regarding the maintenance costs, construction installation costs and future costs associated with EVPS (executed March 1, 2003); and,

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 COUNTY-owned TRAFFIC SIGNALS (hereinafter COUNTY SIGNALS) located at intersections as listed in EXHIBIT A of THIS MASTER AGREEMENT;

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 VILLAGE do hereby enter into the following:

DRAFT

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 and Future Costs for COUNTY SIGNALS

1. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT hereby terminates any and all PRIOR AGREEMENTS. Said PRIOR AGREEMENTS include, but are not limited to the MASTER AGREEMENT regarding the maintenance costs, construction installation costs and future costs associated with EVPS (executed March 1, 2003).
2. The VILLAGE agrees to pay one-hundred percent (100%) of all energy costs required for the operation of all COUNTY SIGNALS located at any of the 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 COUNTY SIGNALS.
3. It is mutually agreed by and between the parties hereto that MAINTENANCE, as it applies to any of the COUNTY SIGNALS located at any of the intersections as listed in the attached EXHIBIT A shall be understood to mean that as defined under the COUNTY's then current Traffic Signal Maintenance Contract, which, by reference herein, is hereby made a part hereof.
4. The COUNTY agrees to perform MAINTENANCE for the COUNTY SIGNALS with reimbursement from the VILLAGE per the cost-sharing schedule detailed in the attached EXHIBIT A
5. It is mutually agreed by and between the parties hereto that from time to time that the COUNTY SIGNALS may require modernization, improvement, revision,

replacement, major repairs, upgrading, and/or interconnection with Lake County PASSAGE, hereinafter referred to as FUTURE WORK, having associated FUTURE COSTS.

6. 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 containing COUNTY SIGNALS. Said additions or deletions may result in changes to the respective cost-sharing responsibilities of the parties hereto, as these relate to maintenance costs and FUTURE COSTS and will be reflected in said EXHIBIT A. The COUNTY's County Engineer (hereinafter 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 VILLAGE as said actions relate to changes to EXHIBIT A.
7. The VILLAGE 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.
8. The VILLAGE agrees that, by executing THIS MASTER AGREEMENT, the VILLAGE 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 VILLAGE further agrees that the COUNTY's electrical maintenance contractor, as well as any maintenance prices, may change at any time without prior written notice to the VILLAGE.

9. The VILLAGE agrees that the COUNTY shall have the sole and exclusive right to control and regulate the sequence and all other aspects of phasing and timing of all COUNTY SIGNALS.

SECTION III. General Provisions

1. It is mutually agreed by and between the parties hereto that payments due to the COUNTY by the VILLAGE 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 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 VILLAGE (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 VILLAGE 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 **July 1, 2008**, provided the duly authorized agents of the Parties hereto duly execute THIS MASTER AGREEMENT by affixing their signatures prior to July 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 July 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.
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.

EXHIBIT A
DIVISION OF COSTS

The following is a list of signalized intersections. Pursuant to Provision II.6 of THIS MASTER AGREEMENT, the list contained herein may be changed from time to time.

| Intersection | Effective Date | MAINTENANCE COSTS and FUTURE COSTS | | ENERGY COSTS | |
|--|----------------|---------------------------------------|----------|--------------|----------|
| | | VILLAGE % | COUNTY % | VILLAGE % | COUNTY % |
| Bonner Road (County Highway 61) at Main Street / Old Rand Road ⁽¹⁾ | 7/1/2008 | 50 | 50 | 100 | 0 |
| Gilmer Road (County Highway 26) at Liberty Lakes Boulevard | -- (2) -- | 50 | 50 | 100 | 0 |
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⁽¹⁾ Terms outlined in this table are consistent with the terms and conditions of the intergovernmental agreement, *An Addendum to the Joint Village State Agreement for Project STPM-7003 (688) in the Village of Wauconda, Lake County, Illinois.*

⁽²⁾ Upon the completion of construction/installation work and the acceptance of the TRAFFIC SIGNALS by the COUNTY ENGINEER.