

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE CITY OF HIGHLAND PARK
FOR THE JURISDICTIONAL TRANSFER OF
AND THE COSTS ASSOCIATED WITH
THE IMPROVEMENTS TO DEERFIELD ROAD
FROM THE CITY'S WEST CORPORATE LIMIT
TO THE EAST ABUTMENT OF THE EAST SKOKIE DITCH BRIDGE**

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 the CITY OF HIGHLAND PARK, an Illinois Municipal Corporation, acting by and through its Mayor and CITY Council, hereinafter referred to as the CITY. The COUNTY and the CITY may hereinafter be referred to collectively as "parties" and individually as a "party" to THIS AGREEMENT.

WITNESSETH

WHEREAS, the Village of Deerfield, with the concurrence and participation of the CITY, has secured approval for the use of federal Surface Transportation Program (hereinafter STP) funds to make improvements to Deerfield Road from the Metra Milwaukee District North Line, located west of Waukegan Road (Illinois Route 43), eastward to approximately Windsor Road in the CITY; and,

WHEREAS, the COUNTY, with the concurrence of the CITY and the Village of Deerfield, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, is desirous to make certain improvements to Deerfield Road by extending the limits of the aforementioned STP funded project eastward from Windsor Road to the east abutment of the East Skokie Ditch Bridge in the City of Highland Park. Said improvements shall consist of: the resurfacing of Deerfield Road east of the Middle Fork of the North Branch of the Chicago River (hereinafter RIVER); reconstruction of Deerfield Road between the east side of the Metra Milwaukee District North Line viaduct and the RIVER; the resurfacing of the bridge deck on the structure numbered 049-0071 over the RIVER currently under the jurisdiction of the Village of Deerfield; the repair and/or replacement of the bridge decks as non-participating work on the structures numbered 049-0072 over Berkeley Avenue, 049-0073 over the UP Railroad and Old Skokie Road, and 049-0074 over U.S. Route 41, each of which are under the jurisdiction of the State of Illinois, and structure number 049-6157 over the West Fork of the North Branch of the Chicago River which is under the jurisdiction of the VILLAGE; the replacement and/or modernization of the existing traffic control signals and

equipment with interconnection to the COUNTY's PASSAGE system; and performing all work necessary to construct the improvements in accordance with the approved plans, specifications and estimates. The limits for the STP funded project and the location of the non-participating bridge work are depicted on Exhibit 1 attached herein; and,

WHEREAS, the CITY has jurisdiction of Deerfield Road between the structure numbered 049-0071 over the RIVER, and the east abutment of the East Skokie Ditch Bridge in the CITY; and,

WHEREAS, the Village of Deerfield will execute the Local Public Agency Agreement for Federal Participation with the State of Illinois acting by and through its Department of Transportation (hereinafter IDOT) and serve as the lead Local Public Agency for the construction and construction engineering supervision for the Deerfield Road improvements from the Metra Milwaukee District North Line located west of Waukegan Road (Illinois Route 43) eastward to and including that portion of the improvements located in the CITY to the east abutment of the East Skokie Ditch Bridge, and cause said improvements to be constructed in accordance with the approved Plans, Specifications and Estimates (P,S&E), and the construction contract. Said improvements shall be known as IDOT Section 11-00092-00-PV and COUNTY Section 15-00036-01-RS (hereinafter the IMPROVEMENT); and,

WHEREAS, the COUNTY's participation in said IMPROVEMENT is predicated on executing an intergovernmental agreement with the Village of Deerfield for the jurisdictional transfer of Deerfield Road between the east side of the Metra Milwaukee District North Line and the Village of Deerfield's east corporate limit and for the costs associated with the IMPROVEMENT within the aforementioned limits of the project in the Village of Deerfield; and,

WHEREAS, the CITY agrees to perform, or cause to be performed, and be responsible for one hundred percent (100%) of the costs, with no reimbursement from the COUNTY, associated with the Phase I and Phase II engineering, securing any and all permits, and the acquisition of any right-of-way and/or easements necessary to construct that segment of the IMPROVEMENT located between the CITY's west corporate limit and the east abutment of the East Skokie Ditch Bridge. Said permanent easements and/or right-of-way shall be obtained for Public Road Purposes; and,

WHEREAS, The COUNTY agrees to pay, or cause to be paid, one hundred percent (100%) of the local match for the STP funds, with no reimbursement from the CITY, for any and all costs associated with the construction and construction engineering supervision for the participating roadway related work that is

performed between back of curb to back of curb and any new non-motorized travel accommodations included in the approved P, S & E for the construction of the IMPROVEMENT. Said participating roadway related work shall be as determined by IDOT to be eligible for federal reimbursement; and,

WHEREAS, the CITY agrees to be responsible for any and all costs associated with the maintenance of any landscape materials placed in any Deerfield Road medians located between the CITY's west corporate limit and the east abutment of the East Skokie Ditch Bridge; and,

WHEREAS, the CITY agrees to be responsible for one hundred percent (100%) of any and all costs associated with the construction and construction engineering supervision for all work performed on any intersecting street, outside of the Deerfield Road right-of-way or radius return, whichever is greater, which is under the jurisdiction of the CITY and/or on any municipal facilities including any existing non-motorized travel accommodations; and,

WHEREAS, the COUNTY, upon completion of the IMPROVEMENT as heretofore described, is desirous to assume jurisdiction of and add that segment of Deerfield Road that is currently under the CITY's jurisdiction between the CITY'S west corporate limit and the east abutment of the East Skokie Ditch Bridge to the COUNTY Highway system as COUNTY Highway 11. Said jurisdictional transfer does not include the structures numbered 049-0072 over Berkeley Avenue, 049-0073 over the UP Railroad and Old Skokie Road, 049-0074 over U.S. Route 41, and 049-0088 over the East Skokie Ditch, all of which shall remain under the jurisdiction of the State of Illinois; and,

WHEREAS, a location map indicating the limits of the jurisdictional transfer subject to THIS AGREEMENT is attached hereto as Exhibit 2; and,

WHEREAS, the CITY is desirous to transfer jurisdiction of Deerfield Road between the CITY's west corporate limit and the east abutment of the East Skokie Ditch Bridge to the COUNTY; and,

WHEREAS, the parties hereto are each desirous to execute the appropriate Illinois Department of Transportation Local Agency Agreement for Jurisdictional Transfer Form necessary to effect the transfer of Deerfield Road between the CITY's west corporate limit and the east abutment of the East Skokie Ditch Bridge to the COUNTY. An example of said Agreement for Jurisdictional Transfer Form is attached hereto as Exhibit 3; and,

WHEREAS, the CITY agrees, for that segment of Deerfield Road transferred to the COUNTY, to execute a Municipal Acceptance form, or forms as the case

may be, for all CITY municipal facilities located within the Deerfield Road right-of-way and maintain same in accordance with the Lake County Code of Ordinances (hereinafter ORDINANCES). Said ORDINANCES by reference herein are hereby made a part hereof; and,

WHEREAS, the CITY is desirous to enter into an agreement with the COUNTY for the costs associated with the local match for the STP funds and the jurisdictional transfer of Deerfield Road from the CITY's west corporate limit to the east abutment of the East Skokie Ditch Bridge; and,

WHEREAS, said IMPROVEMENT to Deerfield Road as heretofore described will be of immediate benefit to the residents of the COUNTY and the CITY;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the COUNTY and the CITY 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 CITY agrees to prepare, or cause to be prepared, and be responsible for one hundred percent (100%) of the costs, with no reimbursement from the COUNTY, for all necessary surveys, engineering plans, specifications, estimates, plats, legal descriptions and conveyance documents, secure any and all permits and/or approvals that may be required, and acquire any right-of-way and/or easements necessary to construct that segment of the IMPROVEMENT located within the CITY.
3. The COUNTY agrees to pay, or cause to be paid, one hundred percent (100%) of the local match for the STP funds, with no reimbursement from the CITY, for any and all costs associated with the construction and construction engineering supervision for the participating roadway related work that is performed between back of curb to back of curb and for any new non-motorized travel accommodations included in the approved P, S and E for the construction of that segment of the IMPROVEMENT located within the CITY.

The COUNTY further certifies that the payment of said local match for the STP funds will be made, under a separate intergovernmental agreement, to the Village of Deerfield as the lead Local Public Agency for the IMPROVEMENT and the signatory to the Local Public Agency Agreement

for Federal Participation with IDOT. Said separate intergovernmental agreement with the Village of Deerfield by reference herein is hereby made a part hereof.

4. The CITY agrees to be responsible for any and all costs, with no reimbursement from the COUNTY, associated with the maintenance of any landscape materials placed in any Deerfield Road medians located east of the CITY'S west corporate limit to the east abutment of the East Skokie Ditch Bridge.

The CITY further agrees to be responsible for one hundred percent (100%) of any and all costs, with no reimbursement from the COUNTY, associated with the construction and construction engineering supervision for all work performed on any intersecting street under the jurisdiction of the CITY and on any municipal facilities, as defined in the ORDINANCES, including any existing non-motorized travel accommodations.

The CITY agrees for that segment of Deerfield Road transferred to the COUNTY, the CITY will execute a Municipal Acceptance form, or forms as the case may be, for all CITY municipal facilities, as defined in the ORDINANCES, located within the Deerfield Road right-of-way and maintain same in accordance with said ORDINANCES.

5. It is mutually agreed by and between the parties hereto that upon completion of the IMPROVEMENT Deerfield Road will be added to the COUNTY Highway system as COUNTY Highway 11 from the CITY's west corporate limit to the east abutment of the East Skokie Ditch Bridge in its entirety in accordance with 605 ILCS 5/5-106 and the then current IDOT procedures.

It is further mutually agreed that the jurisdictional transfer of Deerfield Road to the COUNTY does not include the structures numbered 049-0072 over Berkeley Avenue, 049-0073 over the UP Railroad and Old Skokie Road, 049-0074 over U.S. Route 41, and 049-0088 over the East Skokie Ditch, all of which shall remain under the jurisdiction of the State of Illinois.

6. The CITY agrees to pass an ordinance, in accordance with Section 4-409 of the Illinois Highway Code, and the policies and procedures of the State of Illinois acting by and through its Department of Transportation (hereinafter IDOT), transferring jurisdiction of Deerfield Road between the CITY'S west corporate limit and the east abutment of the East Skokie Ditch Bridge to the COUNTY. The CITY further agrees to execute the appropriate IDOT Local Agency Agreement for Jurisdictional Transfer

form. A copy of the current Local Agency Agreement for Jurisdictional Transfer form is attached to THIS AGREEMENT as Exhibit 3.

7. The COUNTY agrees to adopt a resolution, in accordance with Section 4-409 of the Illinois Highway Code, and the policies and procedures of IDOT, adding Deerfield Road between the CITY's west corporate limit and the east abutment of the East Skokie Ditch Bridge to the COUNTY highway system. The COUNTY further agrees to execute the appropriate IDOT Local Agency Agreement for Jurisdictional Transfer form.
8. Upon completion of the jurisdictional transfer to the COUNTY, the CITY will retain permitting for and routine maintenance operations with the COUNTY assuming capital maintenance of Deerfield Road between the CITY's west corporate limit and the east abutment of the East Skokie Ditch Bridge. Said capital maintenance shall include items that have outlived their useful life, and shall include items such as full depth pavement patching, resurfacing, pavement widening, pavement reconstruction, storm sewer removal and replacement, pavement striping, replacement of recessed pavement markers, tree removal upon notice from the CITY due to clear signs of danger (such as disease, split limbs, or excessive lean), and end of life signage replacement without reimbursement from the CITY in perpetuity. Routine maintenance shall include items such as the removal of debris, removal of graffiti from signage, replacement and/or reinstallation of damaged signage, street sweeping, repair of potholes, minor curb repair, televising and cleaning storm sewer, storm sewer structure adjustments, all landscaping maintenance (including but not limited to mowing, removal of vegetation obscuring visibility of signs or limiting sight distance at intersections, keeping areas around signs and other highway appurtenances clear,) snow plowing, ice removal and salting. The COUNTY will erect COUNTY Highway route markers on Deerfield Road between CITY's west corporate limit and the east abutment of the East Skokie Ditch Bridge. The route markers will identify Deerfield Road as a COUNTY Highway maintained by the CITY. All regulatory signing shall be as approved and installed by the COUNTY with notification given to the CITY for any changes contemplated. Additional signage may not be installed without prior approval of the CITY for such a period of time that routine maintenance on Deerfield Road is performed by the CITY.
9. The COUNTY's long-range planning forecasts (2040) do not indicate any need to widen any segment of Deerfield Road located east of I-94. The COUNTY agrees that the scope of any future roadway improvements to

Deerfield Road shall be determined in consultation and concurrence with the CITY.

The COUNTY further agrees that for any future reconstruction of Deerfield Road within the CITY, bicycle accommodations will be considered in accordance with the CITY's Bike-Walk HP 2030 Plan and the COUNTY's Policy on Infrastructure Guidelines for Non-Motorized Travel Investments.

10. It is mutually agreed by and between the parties hereto that upon completion of the IMPROVEMENT, the traffic signals and equipment with interconnect and the illuminated street name signs located within the limits of the jurisdictional transfer will become COUNTY owned, and operated. The COUNTY will be responsible for the maintenance and communications for the traffic signals, the illuminated street name signs and interconnect between the CITY's west corporate limit and the east abutment of the East Skokie Ditch Bridge. The costs associated with said maintenance shall be apportioned based on the jurisdiction of legs at each of the signalized intersections. Future capital costs for the traffic signals and equipment with interconnect and the illuminated street name signs on Deerfield Road will be apportioned based on the jurisdiction of the legs at each of the controlled intersections regardless of who has routine maintenance responsibility. The exception to this will be the private benefit traffic signals at the entrance to the Jewel/Osco commercial center where the maintenance, communications and future costs of which will be borne totally by the CITY regardless of who has routine maintenance responsibility for Deerfield Road. Future traffic signal improvements involving financial participation by the CITY along Deerfield Road will be coordinated with the CITY in advance to allow for budgetary planning.

It is further mutually agreed that the Master Agreement for COUNTY-Owned Traffic Control Devices between the COUNTY and the CITY shall govern energy, maintenance and future costs associated with COUNTY-owned traffic control devices located within the limits of the IMPROVEMENT that is subject to THIS AGREEMENT. Said Master Agreement by reference herein is hereby made a part hereof. A copy of said Master Agreement is attached hereto as Exhibit 4.

It is further mutually agreed that the COUNTY shall have the sole and exclusive right to control, operate, and regulate the sequence and all other aspects of the timing of said traffic control signals and equipment with interconnect and the illuminated street name signs.

11. The COUNTY understands that the CITY and IDOT have discussed potential geometric improvements to the U.S. Route 41 ramps at Deerfield Road. The COUNTY agrees to work with the CITY and IDOT to support the safe and efficient movement of traffic in this area.
12. 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 the CITY (including its elected officials, duly appointed officials, 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, 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.
13. It is mutually agreed 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.
14. 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 provision 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.
15. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on November 1, 2015, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to November 1, 2015. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to November 1,

2015, 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 his/her signature.

16. 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.
17. 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.
18. 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.
19. 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.
20. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No 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.
21. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
22. Except where otherwise provided in THIS AGREEMENT, the term THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both parties.

23. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by March 1, 2018 or the COUNTY is unable to execute a similar intergovernmental agreement with the Village of Deerfield for the IMPROVEMENT and the jurisdictional transfer of Deerfield Road.

ATTEST:

CITY Clerk
CITY of Highland Park

CITY of Highland Park

By:_____
Mayor
CITY of Highland Park

Date:_____

RECOMMENDED FOR EXECUTION

Lake County
County Engineer/Director of Transportation

ATTEST:

Clerk
Lake County

COUNTY OF LAKE

By:_____
Chairman
Lake County Board

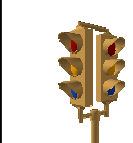
Date:_____

Exhibit 1
Limits of Extended STP Funded Project
And Locations of Non-Participating Bridge Work

Legend



SIGNAL MODERNIZATION (APPROVED PHASE 1)



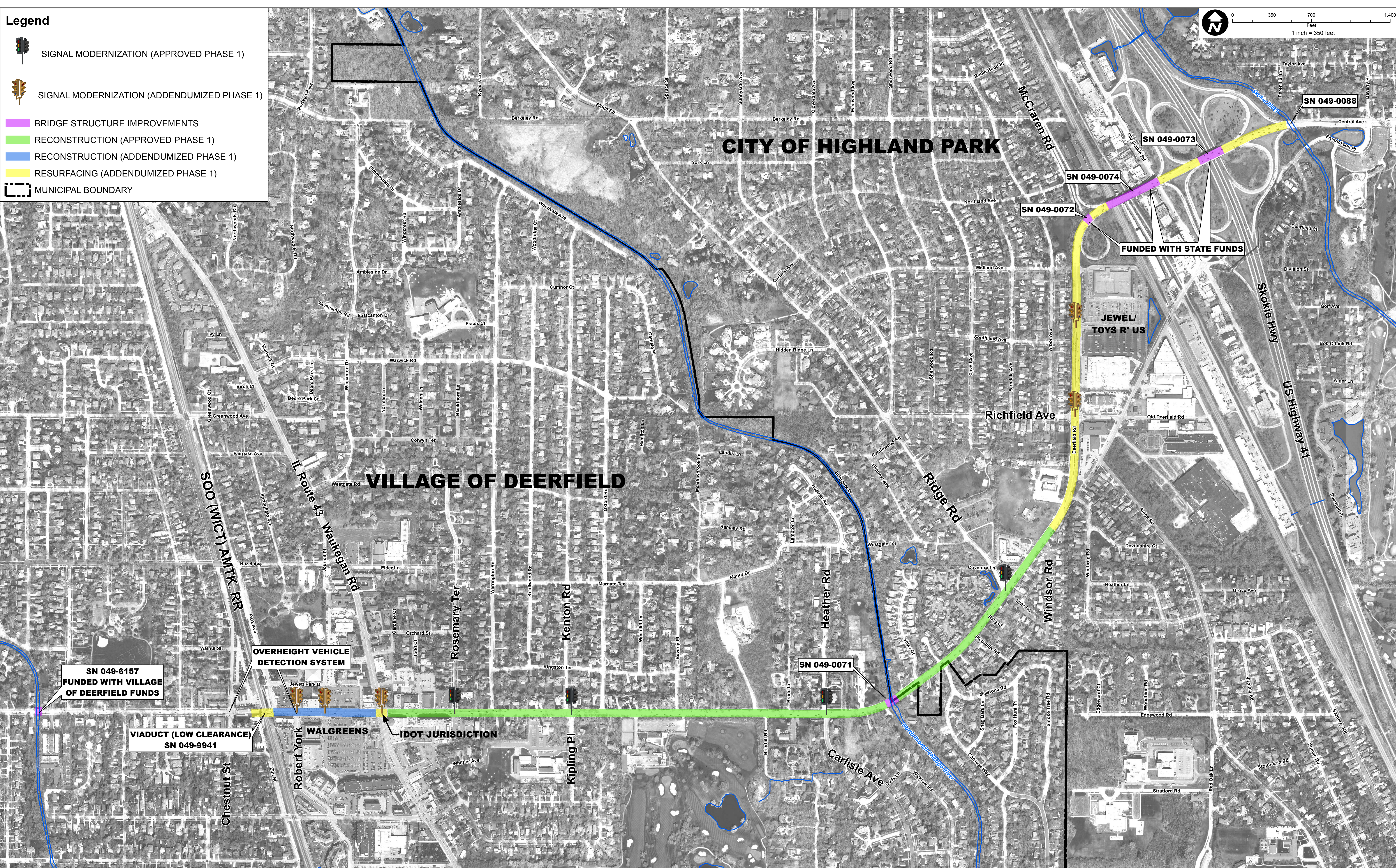
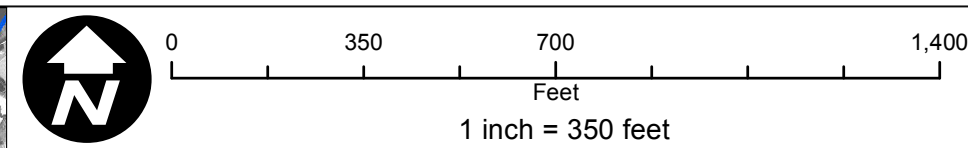
SIGNAL MODERNIZATION (ADDENDUMIZED PHASE 1)

BRIDGE STRUCTURE IMPROVEMENTS

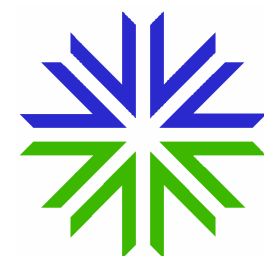
RECONSTRUCTION (APPROVED PHASE 1)

RECONSTRUCTION (ADDENDUMIZED PHASE 1)

RESURFACING (ADDENDUMIZED PHASE 1)

 MUNICIPAL BOUNDARY

CHRISTOPHER B. BURKE ENGINEERING LTD.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500



LakeCounty
Division of Transportation



Village of Deerfield



CITY OF HIGHLAND PARK

DEERFIELD ROAD CORRIDOR IMPROVEMENT EXHIBIT 1

Exhibit 2
Limits of Jurisdictional Transfer

Exhibit 2

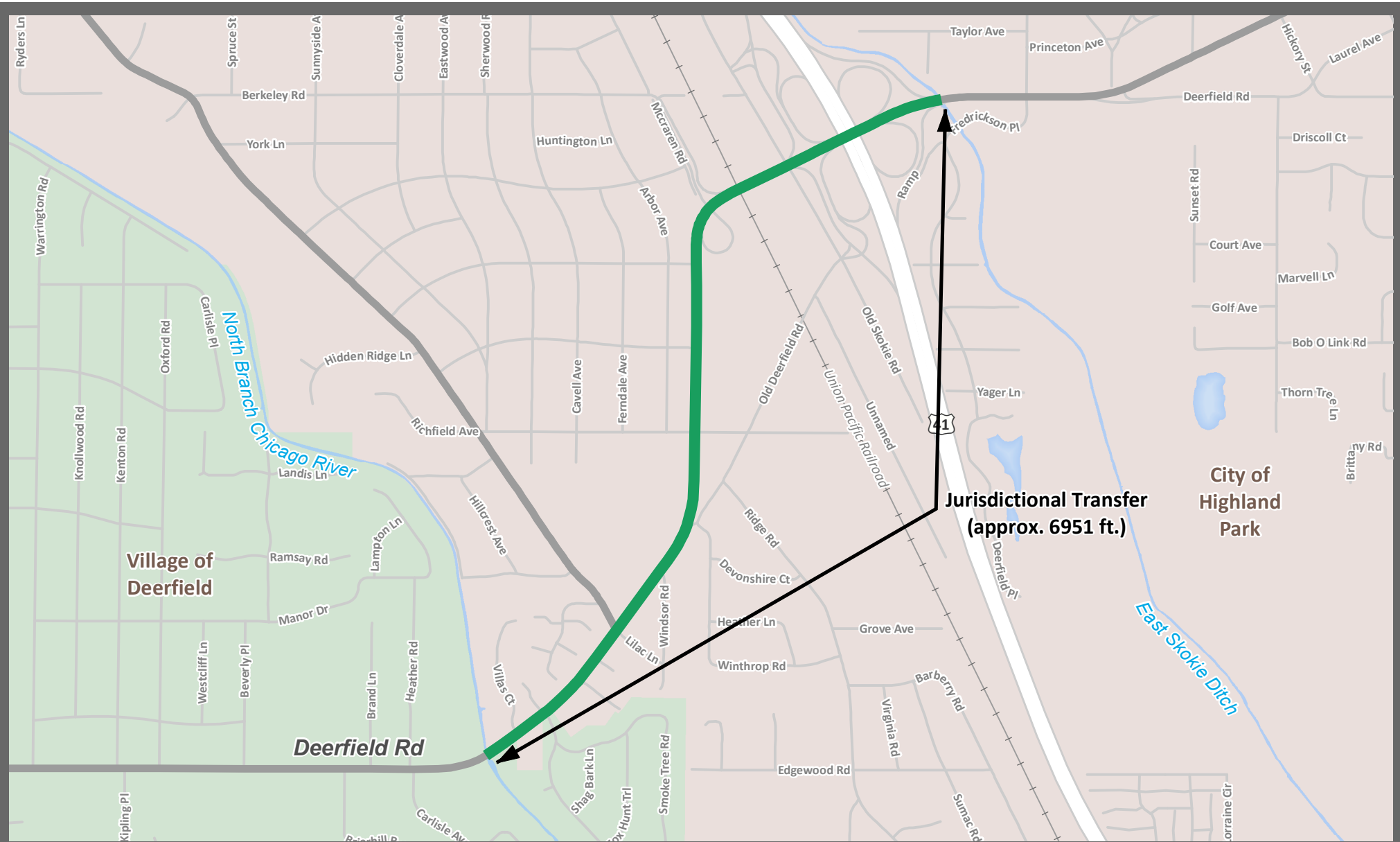


Exhibit 3
Local Agency Agreement for Jurisdictional Transfer



Local Agency Agreement for Jurisdictional Transfer

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality: City of Highland Park	Municipality:
Township/Road District:	Township/Road District:
County:	County: Lake

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Deerfield Road Route FAU 1257 Length approx. 6,900 lin. ft. (1.3 miles)
 Termini From the west corporate limit of the City of Highland Park (approx. the centerline of the North Branch of the Chicago River Bridge) to the east abutment of the east Skokie Ditch Bridge, in its entirety.

This transfer ☐ does ☒ does not include Structure No. 049-0071, 049-0072, 049-0073 & 049-0088

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

☒ upon IDOT approval ☐ _____ calendar days after _____.

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement _____
 (Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name _____ Name _____

Title _____ Title _____
 Chairman County Board/Mayor/Village President/etc.

Signature _____ Signature _____

APPROVED

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION By: _____

Director of Highways

Date

Exhibit 4
Copy of the Master Agreement for
COUNTY-Owned Traffic Control Devices

**MASTER AGREEMENT
BETWEEN THE COUNTY OF LAKE AND THE CITY OF HIGHLAND PARK
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 CITY OF HIGHLAND PARK, 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) (hereinafter 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, which is attached hereto and hereby made a part hereof; and,

WHEREAS, in order to allow priority access through signalized intersections, emergency vehicles may be equipped with apparatuses that broadcast a visible light or invisible infrared signal (hereinafter EMITTERS) which communicate with EVPS equipment;

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 and Future Costs for COUNTY SIGNALS

1. The CITY 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, except as otherwise noted. Said energy costs shall be paid directly to the utility company providing the energy for the operation of said COUNTY.
2. 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.
3. The COUNTY agrees to perform MAINTENANCE for the COUNTY SIGNALS with reimbursement from the CITY per the cost-sharing schedule detailed in the attached EXHIBIT A.
4. It is mutually agreed by and between the parties hereto that for the section of Deerfield Road between the CITY's west corporate limit and the access to the Jewel Store, the COUNTY will maintain the traffic signal interconnect.
5. It is mutually agreed by and between the parties hereto that, from time to time, the COUNTY SIGNALS may require modernization, improvement, revision, replacement, major repairs, and upgrading (hereinafter referred to as FUTURE WORK) having associated costs (hereinafter FUTURE COSTS). It is further mutually agreed by and between the parties that the COUNTY, in cooperation with the CITY, when appropriate, shall determine the extent of any FUTURE WORK and that a notice of no less than one (1) year for any FUTURE WORK shall be provided by and between the parties for planning and budgeting purposes.
6. The CITY agrees to reimburse the COUNTY for all FUTURE COSTS of said FUTURE WORK performed by the COUNTY for COUNTY SIGNALS per the cost-sharing schedule detailed in the attached EXHIBIT A.
7. 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, delete or modify intersections with TRAFFIC SIGNALS. Said additions, deletions or modifications 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 CITY as said actions relate to changes to EXHIBIT A.

8. 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 traffic signal maintenance contractor, as well as any maintenance prices, may change at any time without prior written notice to the CITY.

9. The CITY 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.

Treatment of CITY-Owned EMITTERS

1. If the CITY operates EMITTERS for any reason, the CITY shall monitor the operation of the EVPS located at those intersections listed in the attached EXHIBIT A, and, if any portion of the EVPS is not functioning as designed, it is the responsibility of the CITY to make prompt notification to the COUNTY of the operational problems of said EVPS at said intersections.
2. 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, excluding the EMITTERS (which are the property of the CITY), as may be best determined by the COUNTY ENGINEER.
3. The CITY agrees that, should there exist or arise issues of compatibility between the COUNTY's EVPS and the CITY's EMITTERS, the CITY 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; however, in such cases, 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.

SECTION IV.
General Provisions

1. It is mutually agreed by and between the parties hereto that payments due to the COUNTY by the CITY in accordance with the provisions of THIS MASTER AGREEMENT shall be made in a lump sum amount for the full amount 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 the scope of any future roadway capacity and traffic signal additions or improvements to COUNTY Highways within the CITY limits shall be determined by the COUNTY ENGINEER in consultation and concurrence with the CITY. It is further 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, or repair 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 provision 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 November 1, 2015, provided the duly authorized agents of the parties hereto duly execute THIS MASTER AGREEMENT by affixing their signatures prior to November 1, 2015. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS MASTER AGREEMENT is subsequent to November 1, 2015, 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.

12. 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 COUNTY SIGNALS and CITY SIGNAL located at any of the intersections listed in the attached EXHIBIT A remain in place, in use and in operation.

ATTEST:

City Clerk

CITY OF HIGHLAND PARK

By: _____
Mayor

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: _____

**COUNTY-OWNED SIGNALS
EXHIBIT A
DIVISION OF COSTS
8/21/15**

Location of COUNTY-owned SIGNALS	Effective Date	MAINTENANCE and FUTURE COSTS		ENERGY COSTS	
		CITY %	COUNTY %	CITY %	COUNTY %
Deerfield Road at Access to Jewel Store	1	100	0	100	0
Deerfield Road at Richfield Drive	1	50	50	100	0
Deerfield Road at Ridge Road	1	50	50	100	0

¹ Effective upon the completion of the proposed reconstruction project along Deerfield Road (project 11-00092-00-PV), the Jurisdictional Transfer of Deerfield Road from the CITY to the COUNTY, and the acceptance of the TRAFFIC SIGNALS at the intersections included in the Deerfield Road reconstruction project by the COUNTY ENGINEER.