

Local Agency: VILLAGE OF DEERFIELD, ILLINOIS	County of Lake, Illinois	
MASTER INTERGOVERNMENTAL AGREEMENT FOR THE PLACEMENT OF FOLDING STOP SIGNS ONTO COUNTY-OWNED AND MAINTAINED TRAFFIC SIGNALS		

THIS AGREEMENT is made and entered into between the County of Lake, Illinois, an Illinois body politic and corporate, acting by and through its Chairman and County Board, hereinafter referred to as the COUNTY, and the Village of Deerfield, an Illinois Municipal Corporation or Political Subdivision organized and existing under the laws of the State of Illinois, acting by and through its Mayor and its Village Board, hereinafter referred to as the VILLAGE.

Signalized Intersections Subject to THIS AGREEMENT (See EXHIBIT A)

AGREEMENT PROVISIONS

Section A.

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

- 1 That the COUNTY has jurisdiction over certain signalized intersections located in the VILLAGE.
- 2 That the VILLAGE is desirous to install folding stop signs at the intersection(s) indicated in EXHIBIT A of THIS AGREEMENT.
- 3 That EXHIBIT A of THIS AGREEMENT may be amended to add or delete intersections containing folding stop signs. Such additions or deletions shall be considered upon written request from the VILLAGE 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 intersection(s).
- 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 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.
- 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, such decision shall not affect the remaining portions of THIS AGREEMENT.
- 10 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 COUNTY.
- 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 folding stop signs listed in EXHIBIT A of THIS AGREEMENT remain in place, in use and in operation.

Section B.

THE VILLAGE AGREES:

- 1 That the folding stop signs shall only be used during emergencies, such as a power outage. The folding stop signs shall not be used when traffic control signals are operating normally.
- 2 That the "police flash" mode of the traffic control signals shall be activated by the VILLAGE prior to using the folding stop signs.
- 3 That concurrent with the use of the folding stop signs, the VILLAGE shall notify the COUNTY's Division of Transportation and the Division's traffic signal maintenance contractor that a problem exists with the traffic control signals.
- 4 That the folding STOP signs shall be mounted on the near right signal post of each approach. The signs shall be mounted at a height of at least 5 feet, measured from the bottom of the sign to the near edge of the pavement. The sign shall be mounted so as not to cause a hazard to pedestrians or cyclists. The folding STOP sign shall be an octagon when opened with white retroreflective message and border on a red retroreflective background. The standard size shall be 30"x30" as described in the "Manual on Uniform Traffic Control Devices for Streets and Highways". The signs, when in a closed position, shall be folded in the center from top to bottom and secured by a lock. The closed sign shall not show an advertisement as defined by the COUNTY's County Engineer.
- 5 That the VILLAGE shall close the folding stop signs within one (1) hour of power being restored and before the traffic control signals are returned to normal operation.
- 6 To install the folding stop signs on all approaches at the intersection(s) and maintain the folding stop signs with locks at no cost to the COUNTY.
- 7 That the installation must be acceptable to the COUNTY's Division of Transportation and the Division's traffic signal maintenance contractor prior to using the folding stop signs.

- 8 To periodically inspect the folding stop signs and the locks to ensure proper function, specifically that the folding stop signs are not inoperable due to rusting, vandalism or other damage.
- 9 To promptly remove, or cause to be removed, at no expense to the COUNTY, the folding stop signs 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 folding stop signs is contrary to the conditions and stipulations established by the COUNTY's Division of Transportation.
- 10 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 folding stop signs at the intersection(s). The VILLAGE 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

(Insert addenda numbers and titles as applicable)

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

VILLAGE OF DEERFIELD

COUNTY OF LAKE

By: _____

By: _____

Chairman, Lake County Board

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Clerk, Lake County

Title: _____

Recommended for Execution

County Engineer/ Director of Transportation

EXHIBIT A**7/1/2016**

**LIST OF SIGNALIZED INTERSECTIONS UNDER COUNTY JURISDICTION
WHERE FOLDING STOP SIGNS ARE APPROVED
FOR INSTALLATION AND OPERATION
(or those Previously Approved Now Being Deleted)**

LOCATION	EFFECTIVE DATE ADDED	EFFECTIVE DATE REMOVED
(1.) Deerfield Road at Wilmot Road	Effective Date of THIS AGREEMENT	
(2.) Deerfield Road at Castlewood Lane	Effective Date of THIS AGREEMENT	
(3.) Deerfield Road at I-94 east ramp	Effective Date of THIS AGREEMENT	
(4.) Deerfield Road at I-94 west ramp	Effective Date of THIS AGREEMENT	
(5.) Deerfield Road at Parkway North Boulevard	Effective Date of THIS AGREEMENT	
(6.) Deerfield Road at Robert York Avenue	1	
(7.) Deerfield Road at Deerfield Square	1	
(8.) Deerfield Road at Rosemary Terrace	1	
(9.) Deerfield Road at Kenton Road/Kipling Road	1	
(10.) Deerfield Road at Heather Road/Carlisle Avenue	1	

¹ Effective upon the completion of the proposed reconstruction project along Deerfield Road (IDOT Section# 11-00092-00-PV & COUNTY Section # 15-00036-01-RS), the Jurisdictional Transfer of Deerfield Road from the VILLAGE to the COUNTY, and the acceptance of the TRAFFIC SIGNALS at the intersections included in the Deerfield Road reconstruction project by the COUNTY ENGINEER.