

**MASTER AGREEMENT
BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF LONG GROVE
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 LONG GROVE, an Illinois Municipal Corporation, acting by and through its Village President 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 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 (collectively 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 VILLAGE 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. It is mutually agreed by and between the parties that energy costs required for the operation of all COUNTY SIGNALS located at the intersections as listed in the attached EXHIBIT A shall be proportioned as indicated in EXHIBIT A.
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 VILLAGE per the cost-sharing schedule detailed in the attached EXHIBIT A.
4. 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 VILLAGE, 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.
5. The VILLAGE 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.
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, 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 VILLAGE as said actions relate to changes to EXHIBIT A.

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

8. 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.

Treatment of VILLAGE-Owned EMITTERS

1. If the VILLAGE operates EMITTERS for any reason, the VILLAGE 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 VILLAGE 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 VILLAGE), as may be best determined by the COUNTY ENGINEER.
3. The VILLAGE agrees that, should there exist or arise issues of compatibility between the COUNTY's EVPS and the VILLAGE's EMITTERS, the VILLAGE 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 VILLAGE 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 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 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 **December 1, 2017**, provided the duly authorized agents of the parties hereto duly execute THIS MASTER AGREEMENT by affixing their signatures prior to **December 1, 2017**. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS MASTER AGREEMENT is subsequent to **December 1, 2017**, 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 VILLAGE SIGNAL located at any of the intersections listed in the attached EXHIBIT A remain in place, in use and in operation.

ATTEST:

VILLAGE Clerk

VILLAGE OF LONG GROVE

By: _____
Village President

Date: _____

RECOMMENDED FOR EXECUTION

Shane E. Schneider, 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
12/1/2017**

Location of COUNTY-owned SIGNALS	Effective Date	MAINTENANCE and FUTURE COSTS		ENERGY COSTS	
		VILLAGE %	COUNTY %	VILLAGE %	COUNTY %
Gilmer Road (County Highway 26) at Diamond Lake Road (County Highway 64)	7/17/08	0	100	0	100
Arlington Heights Road (County Highway 79) at Checker Road ¹	²	25	50	1	1
Old McHenry Road (County Highway 32) at Robert Parker Coffin Road	³	50	50	100	0

¹ All Energy Costs and the remaining 25% of Maintenance and Future Costs at this signal are the responsibility of the Village of Buffalo Grove.

² The effective date for the cost sharing at this signal shall be the latter of 12/1/2017 or the first day of the month which follows the date that the last authorized agent of the parties hereto affixes their signature to this Master Agreement.

³ Effective upon the completion of the proposed reconstruction project along Old McHenry Road (Project 11-00083-09-RS), and the acceptance of the TRAFFIC SIGNALS at the intersection included in project by the COUNTY ENGINEER.