

Fremont Center Road at Fremont Schools, Traffic Control Signals:  
 Fremont School District 79 Agreement

Accounts Payable (1) cert.  
 Transportation (3) cert.

STATE OF ILLINOIS     )  
   )  
 COUNTY OF LAKE        )

**COUNTY BOARD, LAKE COUNTY, ILLINOIS**  
**ADJOURNED REGULAR SEPTEMBER, A.D. 2006 SESSION**  
**APRIL 10, A.D. 2007**

**MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:**

A joint resolution by the Public Works and Transportation Committee and the Financial & Administrative Committee authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement between Lake County and Fremont School District 79 for the maintenance of the traffic control signals and equipment to be installed at the intersection of Fremont Center Road (*County Highway 62*) and Fremont School access.

**WE RECOMMEND** adoption of this Resolution.

	Aye	Nay		Aye	Nay
<i>Deanna O'Kelly</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Deanna O'Kelly</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chair			Chair		
<i>David S. ...</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>James Fleming</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vice-Chair			Vice-Chair		
<i>Michael S. Abbott</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>James ...</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Susan L. ...</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Michael ...</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<i>Carol ...</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<i>Deanna O'Kelly</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<i>...</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Public Works and Transportation Committee			Financial and Administrative Committee		

## RESOLUTION

**WHEREAS**, Fremont Center Road (*County Highway 62*) is a designated route on the county highway system; and

**WHEREAS**, the free flow of traffic at the intersection of Fremont Center Road and Fremont Schools access is beneficial to the safety and welfare of Lake County and the Fremont School District 79; and

**WHEREAS**, Fremont School District 79 proposes to install permanent traffic control signals at said intersection; and

**WHEREAS**, Lake County and the Fremont School District 79 are desirous of entering into an agreement for the maintenance of the proposed traffic control signals at the intersection of Fremont School Road and Fremont School access, a draft copy of which is attached hereto setting forth the terms and obligations to each entity.

**NOW, THEREFORE BE IT RESOLVED**, by this County Board of Lake County, that the Chair of the Lake County Board, the County Clerk, and the County Engineer of Lake County, be authorized, and they are hereby directed to execute an agreement pertaining to the maintenance of the above-said traffic control signals. The county shall transmit in writing the final agreement to be executed by the Chair of the County Board and the County Clerk.

Dated at Waukegan, Illinois  
this 10<sup>th</sup> day of April 2007

<b>Local Agency:</b> <b>FREMONT SCHOOL</b> <b>DISTRICT 79</b>	<b>County of Lake, Illinois</b>	
<b>Intergovernmental Agreement for energy costs, maintenance costs and future costs associated with traffic signal control devices, with or without interconnect.</b>		

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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.

**Signalized Intersections Subject to This Agreement (See Addendum 1)**

**Agreement Provisions**

**Section A.**

THE LOCAL AGENCY AGREES:

- 1 To reimburse the COUNTY for one hundred percent (100%) of its obligation incurred under This Agreement for the maintenance and repair of the traffic control signal device(s), with or without interconnect, street lights and emergency vehicle pre-emption system(s), listed in Addendum 1 of This Agreement, hereinafter referred to as TRAFFIC SIGNALS. The LA further agrees that the amount of said reimbursement to the COUNTY for the cost of maintaining said TRAFFIC SIGNALS shall include the costs of the communication service(s) associated with said TRAFFIC SIGNALS.
- 2 That the COUNTY's electrical maintenance contractor, as well as any maintenance prices may change at any time without prior written notice to the LA.
- 3 To pay one hundred percent (100%) of all energy costs required for the operation of the TRAFFIC SIGNALS. Said energy costs shall be paid directly to the utility company providing the energy for the operation of said TRAFFIC SIGNALS.
- 4 That by executing This Agreement, the LA concurs in the award of the electrical maintenance contract by the COUNTY in accordance with the standard policies and procedures as adopted and used by the COUNTY.
- 5 That from time to time the TRAFFIC SIGNALS and or the interconnect may require modernization, improvement, revision, replacement, major repairs, upgrading, and/or interconnection with adjoining traffic control signal devices, hereinafter referred to as FUTURE WORK. The LA agrees that upon written notification from the COUNTY's County Engineer, the LA shall pay one hundred percent (100%) of its obligation incurred under This Agreement for the costs of any FUTURE WORK performed on the TRAFFIC SIGNALS. The LA further agrees that upon written notification from the COUNTY's County Engineer, the LA shall pay a percentage of the costs for all FUTURE WORK in accordance with said Addendum 1 as they relate to the interconnect based on the total number of approaches at the intersections within the interconnected system. Said costs for said FUTURE WORK shall be based on the then existing current COUNTY standards, specifications, and requirements as determined by the COUNTY's County Engineer at such time as said FUTURE WORK is undertaken.
- 6 That any payments due to the COUNTY in accordance with the provisions of This 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.
- 7 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 the TRAFFIC SIGNALS.

**Section B.**

THE COUNTY AGREES:

- 1 To maintain, or cause to be maintained, the TRAFFIC SIGNALS, with or without interconnect as the case may be, subject to reimbursement by the LA in accordance with the cost sharing percentages contained in Addendum 1 of This Agreement.

**Section C.**

IT IS MUTUALLY AGREED:

- 1 That the costs associated with FUTURE WORK and maintenance of the TRAFFIC SIGNALS at each location listed in Addendum 1 of This Agreement shall be shared in proportion to the number of approaches maintained by each of the parties hereto.
- 2 That Addendum 1 of This Agreement may be amended by letter of concurrence to add or delete TRAFFIC SIGNALS and/or the number of approaches at a given intersection or within an interconnected system. Said additions or deletions will result in changes to the respective maintenance cost-sharing responsibilities of the parties hereto and will be reflected in said Addendum 1. The COUNTY's County Engineer shall act on behalf of the COUNTY as said actions relate to changes to Addendum 1, and the chief elected official shall act on behalf of the LA as said actions relate to changes to Addendum 1.
- 3 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, manage, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined as provided by law.
- 4 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 LA (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 LA is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
- 5 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 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.
- 6 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.
- 7 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.
- 8 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.
- 9 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. Any prior agreements between the parties hereto shall remain in full force and effect except as modified by This Agreement.

- 10 By and between the parties hereto that, except as provided heretofore in Paragraph 2 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.
- 11 That unless otherwise indicated, the TRAFFIC SIGNALS at the location(s) listed in Addendum 1 with or without interconnect shall be the sole and exclusive property of the COUNTY.
- 12 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 other party hereto.
- 13 This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute This Agreement.
- 14 This Agreement shall remain in full force and effect for such a period of time as any of the TRAFFIC SIGNALS listed in Addendum 1 of This Agreement remain in place, in use and in operation.

**Addenda**

Additional information and/or stipulations are hereby attached and identified below as being a part of This Agreement.

**Addendum 1 -- Traffic Signal Maintenance, Communications and Future Work Cost-Sharing Responsibilities**

(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.

**Local Agency**

**County of Lake**

By: *Janet Stiller*

By: \_\_\_\_\_  
Chair, Lake County Board

Title: *President, Board of Education*

Date: *2/26/09*

Date: \_\_\_\_\_

Attest: *Carla Besore*

Attest: \_\_\_\_\_  
Clerk, Lake County

Title: *Member, Board of Education*

Recommended for Execution

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

