Agenda Item # 28

Countryside Fire Protection District: New EVPS Master Agreement

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

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR JUNE, A.D. 2007 SESSION
AUGUST 14, A.D., 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution by the Public Works and Transportation Committee and Financial and Administrative Committee authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute a master agreement between Lake County and the Countryside Fire Protection District regarding the maintenance cost, construction and installation costs, and future costs associated with the emergency vehicle preemption systems installed within current and future traffic control signals under the jurisdiction of the Lake County Division of Transportation.

WE RECOMMEND adoption of this Resolution.

	Aye	Nay
Chair	✓	
Vice-Chair	✓	
	✓	
	✓	
	✓	
	—	
Public Works and Transportation Committee		

	Aye	Nay
Chair	X	
Vice-Chair	✓	
	✓	
	✓	
	✓	
Financial and Administrative Committee		

RESOLUTION

WHEREAS, Lake County by and through its Division of Transportation has jurisdiction and ownership of the traffic control signals and equipment at intersections equipped with emergency vehicle preemption systems and located within the Countryside Fire Protection District's area of jurisdiction; and

WHEREAS, by prior agreement between Lake County and the Countryside Fire Protection District, the above-said emergency vehicle preemption systems were and are maintained at the expense of the Countryside Fire Protection District; and

WHEREAS, Lake County and the Countryside Fire Protection District now desire to enter into a master agreement providing the terms and conditions by which Countryside Fire Protection District will be financially responsible for the maintenance and future costs of the emitters associated with the emergency vehicle preemptions systems and Lake County will be responsible for maintenance and future costs of the emergency vehicle preemption systems that would be under the jurisdiction of the Lake County Division of Transportation and within the Countryside Fire Protection District's area of jurisdiction, a draft copy of which is attached hereto; and

WHEREAS, it is in the best interest of Lake County to authorize the county Engineer of Lake County to include addition emergency vehicle preemption systems within future traffic control signals, as may be warranted from time-to-time, and are under the jurisdiction of Lake County and within the master agreement between Lake County and the Countryside Fire Protection District.

NOW, THEREFORE BE IT RESOLVED, by this County Board of Lake County, that the Chair of the County Board, the County Clerk, and the County Engineer of Lake County, Illinois, be authorized, and they are hereby directed to execute a master agreement by which the Countryside Fire Protection District will be financially responsible for the maintenance and future cost of the emitters associated with the above-said emergency vehicle preemption systems and Lake County will be responsible for

maintenance and future costs of the emergency vehicle preemption systems at said intersections. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the Lake County Board and the County Clerk.

BE IT FURTHER RESOLVED that the County Engineer of Lake County is hereby authorized to include within the above-said master agreement between Lake County and the Countryside Fire Protection District additional emergency vehicle preemption systems within future traffic control signals, as may be warranted from time-to-time and that are within the jurisdiction of Lake County Division of Transportation in accordance with said master agreement.

BE IT FURTHER RESOLVED that the above-said master agreement takes the place of and supersedes all prior agreements relative to the maintenance of emergency vehicle preemptions systems in accordance with the said master agreement.

Dated at Waukegan, Illinois
this 14th day of Augusr 2007

Local Agency **Countryside Fire Protection District**	**County of Lake, Illinois** **Intergovernmental Agreement for County Participation**	**Emergency Vehicle Pre-Emption Systems**

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 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.

Project Location

County Highway(s)	**Various (refer to EXHIBIT A)**
Project Limits	**Various (refer to EXHIBIT A)**

Description

THIS AGREEMENT relates to existing and future COUNTY-owned, pole-mounted emergency vehicle pre-emption systems with associated apparatus and equipment, including the pole-mounted light-detector amplifiers (hereinafter EVPS) and excluding the operator's emitters (which request so-called "Priority-One" calls, which provide for green-light traffic sequences for emergency fire protection vehicles), whether they be of the handheld or vehicle-mounted variety (hereinafter EMITTERS) which are/will be installed at signalized intersections for which the COUNTY is the roadway authority of jurisdiction and for which the LA is the local fire authority of jurisdiction.

There currently exists one or more individual agreements (hereinafter referred to as the PRIOR AGREEMENTS) that relate to the maintenance costs, construction installation costs and future costs associated with EVPS at such intersections. Specifically, amongst the PRIOR AGREEMENTS is the existing MASTER AGREEMENT between the COUNTY and the LA, dated March 1, 2003, relating to the maintenance costs, construction installation costs and future costs associated with EVPS at such intersections.

THIS AGREEMENT hereby terminates and supersedes the existing MASTER AGREEMENT and all PRIOR AGREEMENTS relating to the maintenance costs, construction installation costs and future costs associated with EVPS at signalized intersections for which the COUNTY is the roadway authority of jurisdiction and for which the LA is the local fire authority of jurisdiction. Under the Provisions of THIS AGREEMENT, the COUNTY shall own, operate and maintain the EVPS at those intersections listed in the attached EXHIBIT A, which, by reference herein, is hereby made a part hereof.

Division of Cost

Type of Work	County	Pct.	LA	Pct.	Total
EMITTERS					
Maintenance (1)		0%		100%	
Future Costs (1)		0%		100%	
EVPS					
Maintenance (1)		100%		0%	
Future Costs (1)		100%		0%	
Totals	$ -		$ -		$ -

(1) Note: The above represent percent cost. The actual costs for final billing and reimbursement will be based on final costs and final contract quantities at contract unit prices for actual work performed. The agreed upon Division of Cost for a particular type of work may or may not be based on a percentage of the total. **Maintenance and future costs are expressed as percentages only.**

DRAFT

AGREEMENT PROVISIONS

A. THE LOCAL AGENCY AGREES:

1 That the COUNTY is the roadway authority of jurisdiction for the traffic signals equipped with EVPS at those intersections listed in EXHIBIT A of THIS AGREEMENT.

2 That upon execution of THIS AGREEMENT by the Parties hereto, the EVPS at the intersections listed in EXHIBIT A of THIS AGREEMENT shall become the sole and exclusive property of the COUNTY.

3 That upon execution of THIS AGREEMENT by the Parties hereto, the COUNTY shall have the sole and exclusive right to control all aspects of the operation of the EVPS at the intersections listed in EXHIBIT A of THIS AGREEMENT.

4 That the COUNTY shall have the sole and exclusive right to program the EVPS equipment so as to process so-called "Priority-Two" calls (i.e., those providing for extended green-light traffic sequences for specific modes of public transportation), as it may in its sole discretion choose to provide to specific modes of public transportation by formal agreement.

5 That 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 listed in EXHIBIT A of THIS AGREEMENT, excluding the LA's EMITTERS, as may be best determined by the COUNTY's County Engineer.

The LA further agrees that, should there exist or arise issues of compatibility between the COUNTY's EVPS and the LA's EMITTERS, the LA 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.

6 That the COUNTY reserves the right to turn off, abandon, retire-in-place or disconnect any EVPS at any time, at any of the signalized intersections listed in EXHIBIT A of THIS AGREEMENT if, in the sole judgment of the COUNTY's County Engineer, said EVPS is causing operational problems with the traffic signals.

7 That, for all of the EVPS locations listed in EXHIBIT A of THIS AGREEMENT, the LA shall monitor the operation of the EVPS, and, if any portion of the EVPS is not functioning as designed and/or as intended for the LA, it is the responsibility of the LA to make prompt notification to the COUNTY of the operational problems of said EVPS.

B. THE COUNTY AGREES:

1 To pay one-hundred percent (100%) of the installation costs, including design engineering and construction engineering supervision costs, for all future EVPS to be installed at signalized intersections for which the COUNTY is the roadway authority of jurisdiction, with no reimbursement from the LA.

The COUNTY further agrees that, for those existing EVPS locations listed in EXHIBIT A (as of the effective date of THIS AGREEMENT), the COUNTY shall pay one-hundred percent (100%) of all costs relating to the modification, modernization, upgrading, improvement, revision, replacement, major repairs, removal, re-installation and/or relocation of said EVPS (hereinafter FUTURE COSTS), with no reimbursement from the LA. Said FUTURE COSTS shall include all design engineering costs, construction engineering supervision costs, EVPS equipment costs, and all EVPS installation costs.

2 To cause the EVPS (excluding the EMITTERS) to be maintained in proper operational condition and to pay one-hundred percent (100%) of all maintenance costs relating to the EVPS (excluding the EMITTERS) at the intersections listed in EXHIBIT A, with no reimbursement from the LA. Said maintenance for the EVPS shall include, but not be limited to, the phase selector, field wiring, optical detectors, confirmation beacons, and cabinet appurtenances related to the EVPS.

3 That, during the construction of any COUNTY roadway improvements projects involving temporary traffic signals at any of the intersection(s) listed in EXHIBIT A of THIS AGREEMENT, the COUNTY shall provide a temporary EVPS at said intersection(s) for the duration of said roadway improvements project.

The COUNTY further agrees to replace the temporary EVPS with a permanent EVPS at said intersection(s) at the completion of said roadway improvements project.

4 That, should there exist or arise issues of compatibility between the COUNTY's EVPS and the LA's EMITTERS, 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.

5 Should the COUNTY elect to exercise its authority under Provision A.6. of THIS AGREEMENT to turn off, abandon, retire-in-place or disconnect any EVPS at any time, at any of the signalized intersections listed in EXHIBIT A of THIS AGREEMENT, the COUNTY shall make notification to the LA as soon as reasonably practical, not to exceed forty-five (45) days.

C. IT IS MUTUALLY AGREED:

1 By and between the Parties hereto that from time to time the COUNTY, acting by and through its County Engineer, or the LA, acting by and through its designated authority, may propose to add to or delete from the list of signalized intersections equipped with EVPS contained in EXHIBIT A of THIS AGREEMENT. The COUNTY's County Engineer and the LA's designated authority must mutually agree to any addition to or deletion from the list of signalized intersections equipped with EVPS listed in EXHIBIT A, except as heretofore provided for in Provision A.6. of THIS AGREEMENT. The COUNTY's County Engineer shall provide forty-five (45) days written notice to the LA of the effective date of any additions or deletions to EXHIBIT A for any additions or deletions that may be agreed upon pursuant to this Provision.

2 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.

3 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 or co-partners between the Parties hereto, or as constituting the COUNTY (including its elected officials, duly appointed officials, officers, employees and agents) the agent, representative or employee of the LA for any purpose, or in any manner, whatsoever. The COUNTY is to be and shall remain independent of the LA with respect to all services performed under THIS AGREEMENT.

4 That each Party to THIS AGREEMENT 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 government, commission, board, bureau, agency or instrumentality applicable to such Party.

5 By and between the Parties hereto 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.

6 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.

7 By and between the Parties hereto that THIS AGREEMENT contains the entire agreement of the Parties and supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof.

8 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, except as heretofore provided for in Provision C.1. of THIS AGREEMENT.

It is further mutually agreed by and between the Parties hereto that any written communications required in THIS AGREEMENT shall be conducted through the regular U.S. mail delivery as follows:

To the COUNTY:

County Engineer
Lake County Division of Transportation
600 West Winchester Road
Libertyville, Illinois 60048
Or the most current mailing address.

To the LA:

Fire Chief
Countryside Fire Protection District
600 North Deerpath Drive
Vernon Hills, Illinois 60061
Or the most current mailing address

9 By and between the Parties hereto that THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

10 By and between the Parties hereto that THIS AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. The LA shall not 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.

11 THIS AGREEMENT shall be deemed to take effect on December 1, 2007, provided the duly authorized agents of the Parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to December 1, 2007. In the event the date that the last authorized agent of the Parties hereto affix their signature to THIS AGREEMENT is subsequent to December 1, 2007, 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 their signature.

12 By and between the Parties hereto that THIS AGREEMENT shall remain in full force and effect for such a period of time as any of the EVPS at the signalized intersections listed in EXHIBIT A remain in place.

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:	Frank L. Wolowiec	By:	
Title:	President		Chair, Lake County Board
Date:	7-19-2007	Date:	
Attest:	[illegible]	Attest:	
Title:	Secretary		Clerk, Lake County

Recommended for Execution

County Engineer / Director of Transportation

EXHIBIT A

The following is a list of signalized intersections maintained by the COUNTY that are equipped with emergency vehicle pre-emption systems. Pursuant to Provision A.6. or Provision C.1. of THIS AGREEMENT, the list contained herein may be changed from time to time.

INTERSECTION			
County Highway	**Cross-Street**	**EFFECTIVE DATE ADDED**	**EFFECTIVE DATE REMOVED**
Gilmer Rd. (County Hwy. 26)	*at* Hawley Street	December 1, 2007	