



Lake County Illinois

Master

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Type: Resolution

Status: Consent Agenda

Version: 1

Reference:

Controlling Body: Public Works and Transportation Committee

File Created Date : 11/06/2008

File Name: County Signals; New Traffic Signal Master Agreement: Village of Wauconda

Final Action:

Title: Joint Resolution authorizing the execution a new master agreement between Lake County and the Village of Wauconda regarding the maintenance costs, construction and installation costs, and future costs associated with current and future traffic control signals under the jurisdiction of the Lake County Division of Transportation and including provisions for emergency preemption systems.

Notes:

Sponsors:

Agenda Date:

Attachments: WAUCONDA AGRMT_20081106070124.pdf

Enactment Number:

Authorizer:

Hearing Date:

Entered by: LMiller@lakecountyil.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Public Works and Transportation Committee	11/12/2008	Approved and referred on to Financial and Adminstrative Committee				Pass
	Action Text: A motion was made by Member Carter, seconded by Member Maine, that this Resolution be Approved and referred on to Financial and Adminstrative Committee. The motion carried by the following vote: The motion carried by the following vote:						
1	Financial and Administrative Committee	11/12/2008	Recommended for adoption to the Consent Agenda				Pass
	Action Text: A motion was made by Member Mountsier, seconded by Member Calabresa, that this Resolution be Recommended for adoption to the Consent Agenda. The motion carried by the following vote:						
1	Lake County Board	11/18/2008					

Text of Legislative File 08-0910

Title

Joint Resolution authorizing the execution a new master agreement between Lake County and the Village of Wauconda regarding the maintenance costs, construction and installation costs, and future costs associated with current and future traffic control signals under the jurisdiction of the Lake County Division of Transportation and including provisions for emergency preemption systems.

Body

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 pre-emption systems (*EVPS*) and located within the Village of Wauconda area of jurisdiction; and

WHEREAS, by prior agreement between Lake County and the Village of Wauconda, the above-said emergency vehicle pre-emption systems were and are maintained at the expense of the Village of Wauconda; and

WHEREAS, Lake County and the Village of Wauconda now desire to enter into a master agreement providing the terms and conditions by which the Village of Wauconda will be financially responsible for the maintenance and future costs of the emitters associated with the emergency vehicle pre-emption systems and Lake County will be responsible for maintenance and future costs of the emergency vehicle pre-emption systems that would be under the jurisdiction of the Lake County Division of Transportation and within the Village of Wauconda area of jurisdiction, a draft copy of said agreement is attached hereto; and

WHEREAS, it is in the best interest of Lake County to authorize the County Engineer of Lake County to include additional emergency vehicle pre-emption 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 Village of Wauconda.

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 Village of Wauconda will be financially responsible for the maintenance and future cost of the emitters associated with the above-said emergency vehicle pre-emption systems and Lake County will be responsible for maintenance and future costs of the emergency vehicle pre-emption 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 Village of Wauconda additional 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 pre-emption systems in accordance with the said master agreement.

Dated at Waukegan, Illinois, on this 18th day of November A.D., 2008

Staff Summary

- County Signals; New Traffic Signal Master Agreement: Village of Wauconda
- Traffic signals were installed on County Highways within the boundaries of the Village of Wauconda including Emergency Vehicle Preemption Systems (EVPS) which are currently maintained by the Village of Wauconda.
- Lake County is revising all EVPS master agreements so that the local agency will be responsible for maintenance and future cost of the emitters and LCDOT will be responsible for maintenance and future cost for preemption systems.
- Lake County is incorporating the EVPS changes into new traffic signal master agreements with the communities regarding the maintenance cost, construction and installation cost, and future costs associated with current and future County owned traffic control signals.

COPY

**MASTER AGREEMENT
BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF WAUCONDA
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 Wauconda, an Illinois Municipal Corporation, acting by and through its Mayor 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 hereby terminates any and all prior agreements between the COUNTY and the VILLAGE relating to the subject matter hereof (hereinafter PRIOR AGREEMENTS). Said PRIOR AGREEMENTS include, but are not limited to the MASTER AGREEMENT regarding the maintenance costs, construction installation costs and future costs associated with EVPS (executed March 1, 2003); and,

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) (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;

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:

DRAFT

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 hereto that THIS MASTER AGREEMENT hereby terminates any and all PRIOR AGREEMENTS. Said PRIOR AGREEMENTS include, but are not limited to the MASTER AGREEMENT regarding the maintenance costs, construction installation costs and future costs associated with EVPS (executed March 1, 2003).
2. The VILLAGE 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. Said energy costs shall be paid directly to the utility company providing the energy for the operation of said COUNTY SIGNALS.
3. 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.
4. 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
5. It is mutually agreed by and between the parties hereto that from time to time that the COUNTY SIGNALS may require modernization, improvement, revision,

replacement, major repairs, upgrading, and/or interconnection with Lake County PASSAGE, hereinafter referred to as FUTURE WORK, having associated FUTURE COSTS.

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 or delete intersections containing COUNTY SIGNALS. Said additions or deletions 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 to reimburse the COUNTY for all FUTURE COSTS of said FUTURE WORK performed by the COUNTY per the cost-sharing schedule detailed in the attached EXHIBIT A.
8. 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 electrical maintenance contractor, as well as any maintenance prices, may change at any time without prior written notice to the VILLAGE.

9. 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. 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 of any

invoice billings 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 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.
5. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall be deemed to take effect on **July 1, 2008**, provided the duly authorized agents of the Parties hereto duly execute THIS MASTER AGREEMENT by affixing their signatures prior to July 1, 2008. In the event the date that the last authorized agent of the Parties hereto affix their signature to THIS MASTER AGREEMENT is subsequent to July 1, 2008, 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.

EXHIBIT A
DIVISION OF COSTS

The following is a list of signalized intersections. Pursuant to Provision II.6 of THIS MASTER AGREEMENT, the list contained herein may be changed from time to time.

Intersection	Effective Date	MAINTENANCE COSTS and FUTURE COSTS		ENERGY COSTS	
		VILLAGE %	COUNTY %	VILLAGE %	COUNTY %
Bonner Road (County Highway 61) at Main Street / Old Rand Road ⁽¹⁾	7/1/2008	50	50	100	0
Gilmer Road (County Highway 26) at Liberty Lakes Boulevard	-- (2) --	50	50	100	0

⁽¹⁾ Terms outlined in this table are consistent with the terms and conditions of the intergovernmental agreement, *An Addendum to the Joint Village State Agreement for Project STPM-7003 (688) in the Village of Wauconda, Lake County, Illinois.*

⁽²⁾ Upon the completion of construction/installation work and the acceptance of the TRAFFIC SIGNALS by the COUNTY ENGINEER.