



**INTERGOVERNMENTAL AGREEMENT  
FOR  
LOCAL AGENCY MAINTENANCE OF TRAFFIC CONTROL DEVICES**

This Agreement is by and between

**City of Rochelle**

Please type or print legibly LOCAL AGENCY's legal name and address

**6<sup>th</sup> Street at 5<sup>th</sup> Avenue**

**Rochelle, IL 61068**

hereinafter called the LOCAL AGENCY, and the County of Ogle, acting by and through its COUNTY BOARD, hereinafter called the COUNTY.

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**PART 1  
SCOPE / COMPENSATION / TERM**

- A. Scope of Services and Responsibilities.** The COUNTY and the LOCAL AGENCY agree as specified in Part 4.
- B. Compensation.** Compensation (if any) shall be as specified in Part 5.
- C. Term of Agreement.** The term of this Agreement shall be through December 31, 2018.
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by COUNTY and LOCAL AGENCY and be incorporated by written amendment, signed by the parties.

**PART 2**  
**GENERAL PROVISIONS**

**A. Changes.** If any circumstance or condition in this Agreement changes, LOCAL AGENCY must notify the COUNTY in writing within seven days.

**B. Records Inspection.** The COUNTY or a designated representative shall have access to LOCAL AGENCY's work and applicable records whenever it is in preparation or progress, and the LOCAL AGENCY shall provide for such access and inspection.

**C. Records Preservation.** The LOCAL AGENCY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

**PART 3**  
**SPECIFIC PROVISIONS**

**A. Invoices.** The amount shown on each invoice shall be in accordance with the rates established in Part 5. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 5.

Any invoices/bills issued by the LOCAL AGENCY to the COUNTY pursuant to this Agreement shall be sent to the following address:

**Ogle County Engineer  
Ogle County Highway Dept.  
1989 IL Rt. 2, South  
Oregon, IL 61061**

All invoices shall be signed by an authorized representative of the LOCAL AGENCY.

**B. Billing and Payment.** All invoices for services performed and expenses incurred by LOCAL AGENCY prior to December 1st of each year must be presented to the COUNTY no later than **December 31** of that same year for payment under this Agreement. The COUNTY shall make payment within 60 days of receipt of the invoices. The COUNTY will send all payments to the LOCAL AGENCY's remittance address listed in this Agreement.

**C. Location of Service.** Service to be performed by the LOCAL AGENCY shall be performed for the traffic signals and other traffic control devices at the locations depicted in **Exhibit A.**

**PART 4**  
**SCOPE OF SERVICE/RESPONSIBILITIES**

- A. Cost.** The COUNTY agrees to the maintenance responsibility and to reimburse the energy costs, for the traffic signals and other traffic control devices at the locations, and in the levels of responsibility, depicted in **Exhibit A**.
- B. Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the LOCAL AGENCY, either with its own forces or through contractual agreements.
- C. Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance necessary to meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

Additional provisions regarding maintenance may be incorporated in this document upon agreement on both parties.

**D. Deficiencies in Maintenance.** It is also understood that if, in the judgment of the County Engineer, the LOCAL AGENCY has not provided maintenance in accordance with the maintenance level specified for those signal installations and devices which it has agreed to maintain, the COUNTY will give the LOCAL AGENCY a 30 day notice in writing of specific deficiencies. If the LOCAL AGENCY has not corrected the deficiencies and notified the COUNTY within the 30-day period, the COUNTY will arrange for the appropriate maintenance efforts and bill the LOCAL AGENCY for its share of the costs in accordance with **Exhibit A**.

**E. Interconnect & Timing.** The LOCAL AGENCY agrees to maintain all signal equipment and interconnects associated with interconnected signal systems. The COUNTY, in cooperation with the LOCAL AGENCY, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any County system intersection without prior COUNTY approval. The COUNTY may elect to allow the LOCAL AGENCY to determine the signal timing to coordinate and regulate the flow of traffic at any location. The LOCAL AGENCY shall inform the COUNTY of any changes made in signal timings. The COUNTY reserves the right to withdraw the privilege of timing signals from the LOCAL AGENCY at any time.

**F. Interconnections: Installation & Damage.** The COUNTY is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) County routes. Any damage done to County traffic signals in the attempt to connect local traffic signals shall be repaired to the COUNTY's satisfaction and shall be the responsibility of the LOCAL AGENCY.

**G. Master Monitoring Costs.** Master controllers installed on County intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. State, or County routes. The LOCAL AGENCY may connect traffic signals to a County owned master controller for the coordination or operation of non-County owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the LOCAL AGENCY desires a communications link to their office for monitoring purposes, the LOCAL AGENCY shall pay the entire cost of installing and maintaining such monitoring system.

**H. Payment for Energy Costs.** There will be no reimbursements to the LOCAL AGENCY for energy charges required to operate or illuminate these signals or devices before January 1, 2011, unless such location is part of a previous agreement between these parties. The COUNTY will reimburse the LOCAL AGENCY for 100 percent of the COUNTY's share of the energy charges beginning January 1, 2011.

**I. Costs for Pavement Markings.** The COUNTY shall reimburse the LOCAL AGENCY for any COUNTY authorized pavement marking maintenance required for the operations of the traffic signal installation. This shall include any stop bars, crosswalks, symbols, reflectors, edge lines or lane lines required for supplementing the traffic signal installation.

**J. Indemnity.** The LOCAL AGENCY shall indemnify and hold harmless the COUNTY for any and all third party claims for personal injury and property damage arising solely out of the maintenance of the signals and devices listed herein.

**K. Maintenance Contractors.** Maintenance contracts shall be subject to COUNTY approval prior to award. The COUNTY, after consultation with the LOCAL AGENCY, reserves the right to reject any electrical/maintenance contractor assigned work by the LOCAL AGENCY that, in the judgment of the COUNTY, has proposed or bid rates or charges in excess of usual and customary for the type of work being performed.

**L. Emergency Vehicle Preemption Devices.** The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems subsequent to the effective date of this agreement shall be the sole responsibility of the LOCAL AGENCY. The LOCAL AGENCY must notify the COUNTY of any change in the emergency vehicle preemption system. However, the COUNTY reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.

**M. Previous Agreements.** All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the COUNTY and the LOCAL AGENCY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the COUNTY be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the COUNTY and the LOCAL AGENCY shall remain in full force and effect.

**N. Amendments. Exhibit A** can be amended to add or delete signals or devices, but only by written amendment signed by the Ogle County Engineer and the authorized representative for the LOCAL AGENCY. The amendment shall be effective when fully executed and filed with the Clerk or Secretary of the LOCAL AGENCY.

**O. Plan Review.** All traffic signal plans prepared by others for installation on County highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the COUNTY and the LOCAL AGENCY.

**PART 5**  
**COMPENSATION FOR SERVICES**

**A. Cost Sharing.** The LOCAL AGENCY shall invoice the cost of energy and maintenance of traffic signals and/or other traffic control devices at the locations in **Exhibit A** to the COUNTY. The maintenance cost of the interconnect and interconnect related equipment as well as engineering costs for any approved coordination and timing studies, shall be shared in proportion to the approaches maintained by each unit of government at all intersections within the interconnected system. See Exhibit A for intersection shares of responsibility.

**B. Billing.** Bills shall be submitted on a quarterly basis. The amount billed to the COUNTY for the signal locations shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the COUNTY before the expenditure is made.

The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The COUNTY reserves the right to examine the records of the LOCAL AGENCY to determine that costs billed are fully documented.

LOCAL AGENCY costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the LOCAL AGENCY to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the IDOT Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

The cost for contracted work will be the actual cost for the contractor.

## EXHIBIT A

### LOCATIONS OF SUBJECT TRAFFIC CONTROL DEVICES

Location Number	Main Route	Side Route	County Responsibility	Local Agency Responsibility
1	Flagg Road	Rochelle High School	100%	0%
2	IL 251	Flagg Road	25%	75%a
3	Steward Road	Caron Road	75%	25%b
4	Flagg Road	20 <sup>th</sup> Street	50%	50%c

Notes:

- a. IL 251 intersection approaches (2) by IDOT by separate agreement with Local Agency and Flagg Road, east approach, by Local Agency.
- b. Caron Road, South approach, by Local Agency until May 1, 2012 at which time all signals at this location become Local Agency responsibility
- c. 20<sup>th</sup> Street approaches (2) by Local Agency.

Amended: 4/11/2011 by action of City of Rochelle  
4/19/2011 by action of Ogle County