

**INTERGOVERNMENTAL AGREEMENT
BETWEEN COUNTY OF PEORIA AND CITY OF PEORIA
REGARDING TRAFFIC CONTROL DEVICES**

This Agreement effective and commencing on June 1, 2022 by and between the COUNTY OF PEORIA, a body politic and corporate of the State of Illinois, hereinafter called the COUNTY, and the CITY OF PEORIA, hereinafter called the CITY.

WITNESSETH THAT:

Whereas, the COUNTY and CITY are desirous to further intergovernmental cooperation between the two entities; and

Whereas the maintenance of traffic control devices such as traffic signals and street striping are an area where intergovernmental cooperation will be beneficial to the CITY and COUNTY; and

Whereas the COUNTY does not employ personnel nor possesses equipment for the maintenance of such devices; and

Whereas the CITY employs such individuals and possesses such equipment, and currently provides similar services to the Illinois Department of Transportation; and

Whereas the CITY has been providing traffic control device maintenance services to the COUNTY over the past twenty years; and

Whereas the COUNTY and the CITY have reached an agreement pursuant to authority granted by Article VII, Section 10, of the Constitution of Illinois, 1970 and the Intergovernmental Cooperation Act, (51LCS 220/1 et.seq.).

NOW THEREFORE, in cooperation of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY and the CITY that:

I. SCOPE OF SERVICES

- A. **Signal Maintenance:** It is agreed that the actual maintenance will be performed by the CITY on devices indicated on Exhibit A, either with its own forces or through contractual agreements. Modernization of traffic control devices is not covered under this agreement.
- B. **Maintenance Level:** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual of Uniform Traffic Control for Streets and Highways.

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

- C. **Deficiencies in Maintenance.** It is also understood that if, in the judgment of the COUNTY Engineer, the CITY 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 CITY a 30 day notice in writing of specific deficiencies. If the CITY has not corrected the deficiencies and notified the COUNTY within the 30-day period, the COUNTY will arrange for the appropriate maintenance efforts. The CITY shall not bill for work deemed deficient and unaddressed under this provision.

- D. **Pavement Markings.** The COUNTY shall reimburse the CITY 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. Further, the COUNTY may request that the CITY provide pavement marking maintenance apart from signalized intersections under the same provisions as above.

II. **COMPENSATION AND BILLING**

- A. The CITY shall bill the COUNTY on a quarterly basis. The bill shall include an itemized list of expenditures.
- B. Compensation shall be calculated according to the following:
- a. Labor: The cost of labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the CITY to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Total compensation per hour per employee is outlined in Exhibit C. Exhibit C may be updated from time to time as compensation conditions at the CITY change. The CITY shall provide the COUNTY with an updated Exhibit C as necessary.
 - b. Equipment: Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense, as adjusted annually by the Illinois Department of Transportation.
 - c. Materials: Materials shall be billed at cost.
 - d. Contracted cost: Any cost for contracted work will be the actual cost for the contractor. Subject to change on a yearly basis due to wage rate increases.
- C. The COUNTY shall remit payment within thirty (30) days of invoice.

III. **TERM**

- A. This Agreement shall commence on the day that the last party executes it and shall continue until June 1, 2027.
- B. This agreement will cease within 30 days upon written notification by either party.

IV. **INDEMNIFICATION**

The CITY shall indemnify and hold harmless the COUNTY and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable attorneys' fees) which any or all of them may hereinafter incur, be

responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions, or willful misconduct of the CITY, its directors, officers, employees, agents, and contractors in the performance of the terms of this agreement.

The COUNTY shall indemnify and hold harmless the CITY and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable attorneys' fees) which any or all of them may hereinafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions, or willful misconduct of the COUNTY, its directors, officers, employees, agents, and contractors in the performance of the terms of this agreement.

V. GENERAL CONDITIONS:

- A. This Agreement shall be binding upon the parties, their successors and assigns.
- B. No activity carried out under this agreement shall be in conflict with collective bargaining agreements of either the COUNTY or CITY.
- C. If any portion of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.
- D. ENTIRE AGREEMENT-AMENDMENTS

The preceding constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. This Agreement may be amended in writing by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.

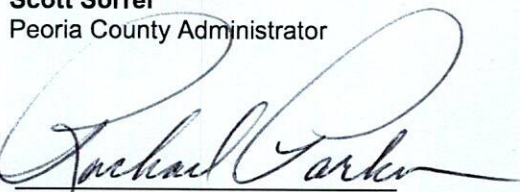
COUNTY OF PEORIA

By:



Scott Sorrel
Peoria County Administrator

Attest:



Rachel Parker
County Clerk

CITY OF PEORIA

By:



Patrick Urick
Peoria City Manager

Attest:



Stefanie Tarr
City Clerk

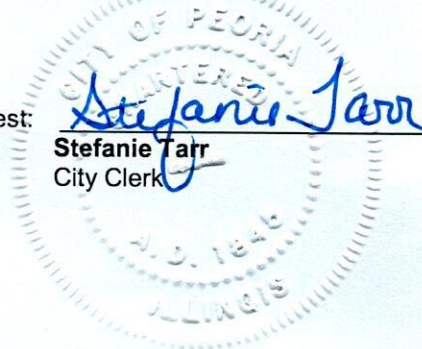


Exhibit A

Peoria County Traffic Signals Maintained by the City of Peoria

Following is the list of signalized intersections and locations with traffic control devices along County highways that are subject to provisions of the attached Master Agreement to which this is an exhibit.

Location Number	Main Street	Cross Street	Maintenance Paid by	Peoria County %
98.10	Airport	Garfield	COUNTY	100
98.20	Airport Road	Smithville Rd North	COUNTY	100
98.25	Airport	Smithville Rd South	COUNTY	100
98.27	Airport	Pfeiffer	COUNTY	100
98.40	Charter Oak	Big Hollow	CITY/COUNTY	50
162.10	Radnor	Willow Knolls	COUNTY	100
189.00	Old Galena Rd.	Engine Rd./Felicia	COUNTY	100
147.50	Farmington Rd	Sterling Ave	IDOT/ COUNTY	67/33
191.00	Galena Road, Old	Cedar Hills Drive	COUNTY	100
196.50	Lancaster Ln	Oak Grove West	COUNTY	100
197.00	Cameron Ln.	Lancaster Road	COUNTY	100
226.00	Shissler	Bell	SOLAR	100
227	Princeville Jubilee	Legion Hall	SOLAR	100
308	Old Galena	State	RFB-SOLAR	100
309	Smithville Rd	Curves Flasher	SOLAR + 4	100
317	Big Hallow	Creighton	RFB-SOLAR	100
310	Kickapoo Creek	Airport	SOLAR + 4	100

Exhibit B

Traffic Control Device Maintenance Provisions

A: GENERAL PROVISIONS

1. CABINET PACK

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/her signature and date of entry. These shall be kept in the cabinet to assist the COUNTY on emergency call outs.

2. HARDWARE SPECIFICIATIONS

All equipment and material used shall comply with the requirements of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Failure to meet these specifications shall be justification for permanent removal on the non-compliant equipment by the COUNTY, with the cost of removal to be the responsibility of the CITY.

Any costs incurred as a result of exceeding the these specifications for installing new equipment or painting new or used equipment; for example, installing decorative style poles, posts, or mast arm assemblies, will be the sole responsibility of the CITY, unless mutually agreed upon by both parties.

3. HIGHWAY LIGHTING

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole and all signal cable shall be considered part of the traffic signal system for such operation. The lighting arm, luminaries and all lighting cable shall be part of the highway lighting system.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. The CITY shall inspect and maintain the highway lighting system equipment and invoice the COUNTY for labor, equipment and materials. In addition to regular inspection and maintenance, the CITY shall invoice the COUNTY for the cost of repairing or replacing damaged or missing highway lighting system equipment.

4. EMERGENCY VEHICILE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for property operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the CITY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the CITY.

5. RAILROAD PREEMPTION

At all locations with railroad/traffic signal interconnects, respond to any and all emergency and all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the COUNTY of the Illinois Commerce Commission and the COUNTY of the malfunction.

None of the traffic signal railroad preempts parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the COUNTY and the Illinois Commerce Commission.

Maintain unique spare controller data modules or set of data chips containing the final railroad preemption parameters for each location.

Cooperation in any inspection as deemed necessary by the COUNTY or the Illinois Commerce Commission.

The COUNTY shall provide contact personnel available at all times to whom railroad preemption malfunctions must be reported.

6. DAMAGE REPAIRS

Repair or replace any and all equipment damaged by any cause whatsoever.

7. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third party claims cannot be recovered, the COUNTY shall share in the loss.

8. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection or flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs (only with controller cabinet set to flash operation) which will be removed once the signal is in working condition.

9. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or tow (2) red lights out at intersection are considered emergencies.

Provide the COUNTY the names, addresses and telephone numbers of at least two persons, who will be available for emergency repair of the traffic signals and keep the COUNTY informed of any changes of same.

10. L.E.D. SIGNAL HEADS

Install all light emitting diodes (L.E.D. signal heads according to instructions provided by each head's manufacturer and vendor so as to prolong their life and assure compliance

under any warranties. Maintain logs of the dates of the L.E.D. modules installation for warranty and for end of service life determination purposes.

B. AS REPORTED OR OBSERVED.

1. **SIGNAL ALIGNMENT**
Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.
2. **CONTROLLER PROBLEMS**
Check the controllers, relays, and detectors after receiving complaints or call to ascertain that they are functioning property and make all necessary repairs and replacement.
3. **L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT**
An L.E.D. module shall be considered failed and shall be replaced if at least one-fourth of the signal indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

Provide replacement light emitting diodes (L.E.D.) signals heads and modules that fully comply with the latest applicable Institute of Transportation Engineers (I.T.E.) specifications for vehicular and pedestrian L.E.D. signals modules, including but not limited to, color and intensity requirements. The signal and pedestrian housing shall also comply with the applicable ITE specification on minimum maintained luminous intensity.

4. **PAINTING**
Repaint all signal components exposed to weather as needed.

C. WEEKLY

1. **MASTER CONTROLLER SYSTEMS**
At locations that are a part of a closed loop signal system maintained by the CITY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed, assist in the implementation of the signal timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

D. ANNUAL

1. **CABINET INSPECTION**
Check the controllers, relays, and detectors to ascertain that they are functions properly and make all necessary repairs and replacement. Keep interior of controller cabinet in a clean and neat condition at all times.
2. **OBSERVE SIGNALS**
Observe the signals at the time of the annual cabinet inspection. This involves stopping and watching for correct detection and timing operation.
3. **DETECTION TESTING**
Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit annually.
4. **VIDEO DETECTION TESTING**
Inspect, maintain, and clean all video detection and surveillance systems annually or as needed, to achieve clean lenses, proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan, tilt, and zoom mechanisms and motors,
5. **CONTROLLER CHECK**
When solid state controllers malfunction, they shall be removed, repaired, and bench checked. Solid state controllers shall not be removed for annual maintenance inspections.

This annual check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during annual cabinet inspections.

Test the CMU/MMU on an annual basis with an ATSI or equivalent tester. The CITY shall retain test records for a period of seven years.
6. **FUSE AND BREAKER CHECKS**
Fuse and breaker check should occur during annual cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

E: PERDIOICALL V

1. **CLEARANCE TRIMMING**
Remove any obstruction blocking the line of sight of traffic signal fact to the motorist. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banners blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.
2. **HARDWARE INSPECTION**
Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads every three years. The inspections

shall focus on the structural elements of the mast arm assembly and must include a close up, arms length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discovery of any buckles or significant structural defects, (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), immediately notify the **COUNTY**.

3. **PAVEMENT MARKINGS**

Inspect pavement markings and replace as necessary to insure proper motorist and pedestrian guidance. Insure that stop bars, symbols and crosswalks are in good condition. Insure lane, edge and center lines, and reflectors, provide clear delineation for motorists during daytime and nighttime.

Exhibit C

City of Peoria
Traffic Control Device Maintenance Wage Rates
December 1, 2021 - November 30, 2022

Straight Time

<u>Position</u>	Total Rate Per Hour
Traffic Painter	\$34.46
Traffic Painter Lead	\$35.48
Electrician Signal	\$37.08
Electrician Lead	\$39.47
Maintenance Worker II	\$33.75

Overtime

<u>Position</u>	Total Rate Per Hour
Traffic Painter	\$51.69
Traffic Painter Lead	\$53.22
Electrician Signal	\$55.61
Electrician Lead	\$59.20
Maintenance Worker II	\$50.62