

## INTERGOVERNMENTAL AGREEMENT

County of Cook

Traffic Signal Replacement (HSIP)  
Package #2

Roselle Road at Hartford Drive

Village of Schaumburg

Section: 25-HSIP2-00-TL

**This Intergovernmental Agreement** (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the County of Cook, a body politic and corporate of the State of Illinois (County), acting by and through its Department of Transportation and Highways (Department), and the Village of Schaumburg, a municipal corporation of the State of Illinois (Village). The County and Village are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

**WHEREAS**, in order to facilitate the free flow of traffic and ensure the safety of pedestrians, bicyclists, and the motoring public, the Parties desire to enter into an intergovernmental partnership to realize traffic signal replacement improvements at the intersection of Roselle Road and Hartford Drive (Project);

**WHEREAS**, the anticipated scope of work for the Project includes, but is not limited to, removal of the existing median and replacement with Portland Cement Concrete (PCC) pavement, replacement of the traffic signal infrastructure including poles, posts, mast arms, cable, conduit, traffic signal heads, cabinet controller, pedestrian pushbuttons, pedestrian signals, and vehicle detection systems, installation of uninterrupted power supply (UPS) battery back-up systems, installation of pedestrian countdown timers and accessible pedestrian signal (APS) pushbuttons at crosswalk termini, pavement marking and signing, relocation of the existing Emergency Vehicle Preemption (EVP) system, and aesthetic enhancements including a black-colored traffic signal system and decorative sidewalk;

**WHEREAS**, the County has secured federal funding for the Project through the Highway Safety Improvement Program (HSIP) in an amount not to exceed \$719,280;

**WHEREAS**, the County, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this Agreement;

**WHEREAS**, the Village, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this Agreement; and

**WHEREAS**, this Agreement is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

**SECTION 1. CONSTRUCTION**

**A. Bid Documents**

The County shall prepare bid documents for the Project, including, but not limited to, minimum contractor qualifications, plans and specifications, special provisions, and cost estimates.

**B. Construction Contract**

The County shall award and execute a construction contract for all labor and materials required to complete the Project. In awarding and administering the contract, the County shall comply with all applicable federal, state, and local laws and regulations.

**C. Construction Engineering Services**

The County shall perform, or cause to be performed, construction engineering services for the Project.

**D. Lead Agency**

The County shall assume overall responsibility for the Project, including securing all required permits, easements, and agreements from relevant agencies and utility owners before the start of construction.

#### **E. Pre-Construction and Progress Meetings**

The County shall provide the Village with at least 14 calendar days' written notice before the pre-construction meeting for the Project and at least 7 calendar days' notice before construction begins. A representative from the Village shall attend the pre-construction meeting and be available for all other construction progress meetings as needed.

#### **F. Public Outreach**

The County shall manage all public notification efforts regarding the scope, timing, and duration of the Project.

#### **G. Right of Inspection**

The Village and its authorized agents shall have reasonable access for inspection during Project construction, provided such access does not unreasonably interfere with or delay the contractor's work. The County shall cooperate with the Village to address any construction or engineering concerns. Disputes shall be resolved in accordance with Section 5.H. of this Agreement.

#### **H. Final Inspection**

The County shall provide the Village with at least 14 calendar days' written notice before the final Project inspection. The Village shall submit final punch list items to the County at least 7 calendar days before the date of the final inspection.

#### **I. Village Permits**

The County shall apply for all necessary access and temporary use permits from the Village. The Village shall not unreasonably withhold such permits and shall issue them within a reasonable timeframe (e.g., 30 days) and without charge to the County.

### **SECTION 2. FINANCIAL**

#### **A. Cost Estimate**

Estimated construction and construction engineering costs for the Project are \$993,799.

**B. HSIP Grant Funds**

The Project has been awarded federal funding through the Highway Safety Improvement Program (HSIP) in an amount not to exceed \$719,280. All HSIP grant funds received shall reduce the County's net Project costs.

**C. County Cost Participation**

The County shall pay all actual construction and construction engineering costs for the Project, less any HSIP grant funds allocated to and received by the County, and subject to reimbursement by the Village as provided herein.

**D. Village Cost Participation**

The Village shall reimburse the County for the following Project costs:

- i. All actual costs associated with the installation of decorative sidewalk;
- ii. All actual costs associated with powder coating the new traffic signal system to achieve the black-colored aesthetic enhancement; and
- iii. Related construction engineering costs for the work set forth above in this subsection 2.D., which shall be calculated as 15% of the actual construction/installation costs that are to be reimbursed to the County by the Village.

The total estimated cost to the Village under this Agreement is \$35,167.

**E. Village Reimbursement**

The Village shall reimburse the County for the Village's share of Project costs as funds are expended by the County. The County may seek reimbursement from the Village not more frequently than on a monthly basis. The Village shall pay invoices from the County within 45 calendar days of receipt thereof.

**F. Substitutions/Substitute Work**

Either Party may request in writing that bid work or materials be substituted with different work or materials. Provided that the substitute work and/or materials do not unreasonably delay the Project schedule, the County shall cause said substitute work

and/or materials to be included in the Project. Each Party shall pay the costs of substitutions for their associated work items.

**G. Additional Work**

Either Party may request in writing that additional work be added to the Project. Provided that the additional work does not unreasonably delay the Project schedule, the County shall cause said additional work and/or materials to be included in the Project. Additional work shall be paid for by force account or agreed unit price. Each Party shall pay the costs of additional work for their associated work items.

**H. Funding Breakdown**

An estimated funding breakdown for the Project is incorporated into and made a part of this Agreement and attached as Exhibit A.

**SECTION 3. TERM AND TERMINATION**

**A. Term**

This Agreement shall commence as of the date of final execution by both Parties and shall continue until completion of the Project and final reimbursement to the County by the Village.

**B. Termination**

This Agreement may be terminated prior to the expiration of its term by mutual agreement of the Parties in a writing signed by the Department's Superintendent and an authorized representative of the Village. This Agreement may also be terminated by either Party upon 90 calendar days' written notice sent to the other Party in accordance with Section 5.T. of this Agreement. If the Village elects to terminate this Agreement prior to its expiration, the Village shall pay the County for its share of Project costs spent or incurred by the County up to the date such notice is provided to the County by the Village.

**SECTION 4. POST-PROJECT MAINTENANCE**

**A. Definition**

As used herein, the terms 'maintenance' or 'maintain' mean keeping the facility being maintained in safe, functional, and code-compliant condition, with good and sufficient structural integrity, operational performance, and aesthetic appearance. Such

maintenance includes both preventive and corrective activities and full responsibility for the construction, removal, and/or replacement of the maintained facility and associated infrastructure when needed, all in accordance with applicable standards, codes, and regulations

**B. Bicycle and Pedestrian Facilities**

Upon completion of the Project, the Village shall own, operate, and maintain all sidewalks and/or multi-use paths constructed or improved as part of the Project, in compliance with the Americans with Disabilities Act, Public Right-of-Way Accessibility Guidelines, and all other applicable federal and state laws and regulations. Such facilities include the decorative paver sidewalk at the intersection of Roselle Road and Hartford Drive.

The Village shall defend, indemnify, and hold harmless the County, its commissioners, officials, officers, employees, agents, and representatives from and against any and all costs, expenses, attorneys' fees, losses, damages, claims, demands, suits, actions, or proceedings of any kind arising out of or relating to the use, repair, and/or maintenance of all sidewalks and/or multi-use paths constructed or improved as part of the Project, including the decorative paver sidewalk at the intersection of Roselle Road and Hartford Drive.

**C. EVP System**

Upon completion of the Project, the Village shall own and be responsible for 100% of the maintenance costs for the EVP system relocated on the traffic signals at the intersection of Roselle Road and Hartford Drive. The Village acknowledges that it will not have access to or on the traffic signals at these locations. The County shall monitor the operational status of the EVP system at no cost to the Village, and the County shall inform the Village should it detect fault with the operation of the EVP system. In the event the County detects fault with the operation of any EVP system, the Village shall enter into an agreement with a contractor prequalified by the Illinois Department of Transportation (IDOT) in the Electrical category, for repair or removal and replacement of the EVP system.

**D. Roadways**

Upon completion of the Project, the County shall continue to own, operate, and maintain those portions of Roselle Road under its established jurisdictional authority, including, but not limited to, any existing or future County-owned traffic signals, signage, pavement markings, landscaping seed and sod, storm sewers and/or drainage facilities on the

County right-of-way, but excluding landscaping beyond seed and sod (e.g., trees and shrubs) and any Village-owned utilities on the County right-of-way (e.g., sanitary sewer and water main).

Upon completion of the Project, the Village shall continue to own, operate, and maintain those portions of Hartford Drive under its established jurisdictional authority, including, but not limited to, any existing or future Village-owned utilities, signage, pavement markings, landscaping, storm sewers and/or other drainage facilities on the Village right-of-way. The Village shall also own and maintain any landscaping beyond seed and sod (e.g., trees and shrubs) along Roselle Road and any Village-owned utilities on the County right-of-way (e.g., sanitary sewer and water main).

**E. Traffic Signals**

Upon completion of the Project, the County shall own, operate, energize, and maintain the traffic signals at the intersection of Roselle Road and Hartford Drive, including any interconnect system components.

The financial responsibilities of the Parties for maintenance and electrical energy costs for the operation of these traffic signals are as follows:

<b><i>Party</i></b>	<b><i>Maintenance</i></b>	<b><i>Electrical Energy</i></b>
Cook County	50%	50%
Village of Schaumburg	50%	50%

The Village shall pay its share of maintenance costs for the traffic signals directly to the County. The Village shall pay its share of electrical energy costs for the traffic signals directly to ComEd. Payment for the maintenance costs shall be due within 30 calendar days of receipt of the quarterly statement issued to the Village by the County.

**F. Traffic Signal Painting Requirements**

***Village Financial Responsibilities***

The Village assumes full financial responsibility (100%) for all painting-related costs for the traffic signal at Roselle Road and Hartford Drive, including:

- Initial painting/powder coating of the proposed traffic signal installation
- All future painting and maintenance of traffic signal equipment
- Warranty repair work and related claims
- Painting/powder coating of replacement traffic signal components

### ***Contractor Requirements***

For all future painting work, touch-ups, and painting-related repairs, the Village must engage contractors who are prequalified by IDOT in the Electrical category and the Village must secure a permit from CCDOTH. All new equipment must be galvanized on both interior and exterior surfaces prior to painting, in accordance with current County traffic signal specifications.

### ***County Oversight and Standards***

The County retains comprehensive oversight authority, including the right to:

- Inspect all preparation and painting processes
- Reject unsatisfactory workmanship
- Replace damaged equipment with standard County traffic signal materials
- Require of the Village repainting of any installation or component deemed necessary, or removal of the paint as determined by the County.

### ***Response Timeline***

Upon notification of required painting work, the Village has 30 calendar days to issue a work order. All work must be performed by IDOT-prequalified contractors in the Electrical category.

### ***Equipment Specifications***

- **Standard Color:** All traffic signal equipment shall be painted black
- **Exceptions:** The following components shall remain unpainted:
  - Traffic signal control cabinets
  - Traffic signal heads
  - Pedestrian signal head latching devices: If these latching devices are painted and the doors cannot be opened, or if the latching devices break off during use as a result of being painted, the Village will be responsible to hire an IDOT prequalified contractor in the Electrical category to replace any impacted piece of traffic signal equipment (e.g., cabinet, signal head, pedestrian signal head)

## **G. Survives Termination**

The Parties' maintenance obligations described in this section shall survive termination or expiration of this Agreement.

## **SECTION 5. GENERAL CONDITIONS**

### **A. Audit and Document Retention**

Each Party, to the extent applicable, shall maintain adequate books, records, and supporting documentation related to this Agreement and any associated expenditures for at least 3 years after its completion. Such records shall be available for review and audit by the other Party and their respective internal or external auditors. The Parties shall cooperate fully with any audit and provide access to all relevant materials.

### **B. Binding Agreement**

This Agreement shall bind and benefit the Parties and their permitted successors and assigns. No Party may assign its obligations under this Agreement without the prior express written consent of the other Party, which shall not be unreasonably withheld or delayed.

### **C. Compliance with Laws, Rules, and Regulations**

Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations, as amended from time to time, in performing its obligations under this Agreement.

### **D. Conflict with Exhibits**

In the event of a conflict between the text of this Agreement and any attached exhibit, the text of the Agreement shall prevail.

### **E. Cooperation**

The County and Village agree to cooperate fully with one another at all times in the implementation of this Agreement.

### **F. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original. All such counterparts together shall constitute one and the same instrument.

**G. County Section Number**

The Project is designated as County section number 25-HSIP2-00-TL. All Project-related submittals and correspondence shall reference this County section number.

**H. Dispute Resolution**

If a dispute, claim, or disagreement arises from the performance of this Agreement, the Parties shall consult in good faith to resolve it. If resolution cannot be reached, the decision of the Department's Superintendent shall be final and binding, unless otherwise provided by law.

**I. Effective Date**

The Effective Date of this Agreement shall be the date it is fully executed by authorized signatories of both Parties and approved by their respective corporate authorities.

**J. Electronic or Digital Signatures**

This Agreement may be executed by electronic or digital signatures, which shall have the same legal effect as handwritten signatures, pursuant to the Uniform Electronic Transactions Act (815 ILCS 333/1 et seq.) or any successor law.

**K. Entire Agreement**

This Agreement represents the complete understanding between the Parties regarding its subject matter and supersedes all prior agreements or understandings.

**L. Force Majeure**

Neither Party shall be liable for failing to fulfill any obligation under this Agreement due to events beyond their reasonable control and not caused by such their fault or negligence, including, but not limited to, acts of God, war, natural disasters, labor actions, epidemics, pandemics, or civil unrest.

**M. Governing Law and Venue**

This Agreement shall be governed exclusively by the laws of the State of Illinois. The Parties irrevocably submit to the exclusive jurisdiction of the Circuit Court of Cook County or the U.S. District Court for the Northern District of Illinois for any proceedings arising from this Agreement.

**N. Interpretation**

Headings are for reference only and do not affect the meaning of the provisions. References to exhibits or documents include any lawful amendments or supplements. References to persons or entities include successors in accordance with this Agreement.

**O. Liability**

Subject to Section 4.A. herein, no official, officer, employee, attorney, agent, or assign of either Party will be liable for any negligent or wrongful act chargeable to the other unless such liability is imposed by a court of competent jurisdiction. The County assumes no liability for the actions of the Village and its officials, officers, employees, attorneys, or agents under this Agreement. The Village assumes no liability for the actions of the County and its officials, officers, employees, attorneys, or agents under this Agreement. Each Party agrees to be solely responsible for liability, suits, losses, judgments, damages, or other demands imposed upon it as a result of its own actions or omissions in the performance of its obligations specified in this Agreement. In the event of a claim for any wrongful or negligent act, each Party will bear the cost of its own defense.

**P. Modifications**

No change or modification to this Agreement shall be valid unless made in writing and signed by the Department's Superintendent and an authorized representative of the Village.

**Q. No Individual or Personal Liability**

Actions and representations under this Agreement are taken in official capacities only, and no individual affiliated with either Party shall incur personal liability in connection with the Agreement.

**R. No Third-Party Beneficiaries**

This Agreement is solely between the Parties and does not create any rights or obligations for third parties, including agents, contractors, or consultants of either Party.

## **S. Notices**

All notices under this Agreement shall be in writing and delivered personally, by U.S. Mail (certified, registered, or first-class) or via electronic mail to the following:

### ***To the County:***

Cook County Department of Transportation and Highways  
Superintendent

Attn: Jennifer "Sis" Killen, P.E., PTOE  
69 W. Washington Street, 24th Floor  
Chicago, IL 60602  
E-mail: [jennifer.killen@cookcountyl.gov](mailto:jennifer.killen@cookcountyl.gov)

### ***To the Village:***

Village of Schaumburg  
Director of Engineering and Public Works  
Attn: Mike Hall  
714 S. Plum Grove Road  
Schaumburg, IL 60193  
E-mail: [mhall@schaumburg.com](mailto:mhall@schaumburg.com)

## **T. Recitals**

The recitals at the beginning of this Agreement are incorporated herein and form an integral part of the Agreement.

## **U. Severability**

If any provision of this Agreement is deemed invalid or unenforceable, the remainder shall remain in full force and effect, and the invalid portion shall be interpreted to best reflect the original intent of the Parties.

## **V. Waivers of Default**

No waiver of a breach or provision shall be effective unless in writing, nor shall it be construed as a waiver of any future breach or provision.

## **W. Warranties and Representations**

Each Party represents and warrants that it is duly authorized to execute and perform this Agreement in accordance with its terms.

***(signature page to follow)***

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF SCHAUMBURG:

\_\_\_\_\_  
Toni Preckwinkle  
President  
Cook County Board of Commissioners

Tom Dailly  
Tom Dailly  
Mayor

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

This 28<sup>th</sup> day of April, 2026

ATTEST: \_\_\_\_\_  
County Clerk

ATTEST: Jane G. [Signature]  
Village Clerk

RECOMMENDED BY:

APPROVED AS TO FORM:  
Eileen O'Neill Burke, State's Attorney

Jennifer 'Sis' Killen  
Jennifer "Sis" Killen, P.E., PTOE  
Superintendent  
County of Cook  
Department of Transportation and Highways

By: Brian Tracy  
Assistant State's Attorney

**Exhibit A**

**Estimated Funding Breakdown for Roselle Rd. and Hartford Dr.**

<b>ITEM</b>	<b>HSIP GRANT</b>	<b>VILLAGE</b>	<b>COUNTY</b>	<b>TOTAL</b>
Construction	\$719,280	\$30,580	\$114,313	\$864,173
Construction Engineering	-	\$4,587	\$125,039	\$129,626
<b>Total</b>	<b>\$719,280</b>	<b>\$35,167</b>	<b>\$239,352</b>	<b>\$993,799</b>

**RESOLUTION NO. R-26-033**

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN AGREEMENT FOR TRAFFIC SIGNAL ENHANCEMENTS AT ROSELLE RD AND HARTFORD DR WITH THE COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS**

**WHEREAS**, the President and Board of Trustees wish to enter into an Intergovernmental Agreement for the Traffic Signal Enhancements at Roselle Rd and Hartford Dr with the Cook County Department of Transportation and Highways; and

**WHEREAS**, the Village of Schaumburg (the "Village") is a municipality lawfully organized and existing under the Constitution and the laws of the State of Illinois; and

**WHEREAS**, it would be in the best interests of the citizens of Schaumburg to execute the attached Agreement, Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:**

**SECTION ONE:** That the Village President and Village Clerk be and hereby are authorized and directed to execute the attached Agreement, Exhibit "A", between the Village of Schaumburg and Cook County Department of Transportation and Highways.

**SECTION TWO:** That the Village President and Village Clerk be and hereby are authorized to sign any documents in furtherance of this Resolution.

**SECTION THREE:** That this Resolution shall be in full force and effect after passage and approval as required by law.

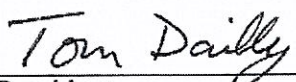
**AYES:** (6) Trustee LaRosa, Bieschke, Madej, Sullivan, Clar, Patel

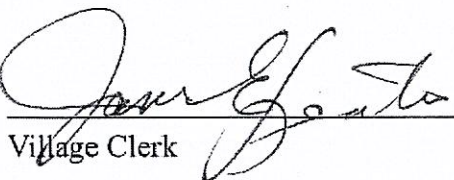
**NAYS:** (0) None

**ABSENT:** (0) None

**PASSED AND APPROVED** this \_\_\_\_\_ 14th \_\_\_\_\_ day of \_\_\_\_\_ April, 2026.

**ATTEST:**

  
\_\_\_\_\_  
Village President

  
\_\_\_\_\_  
Village Clerk