

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF LINCOLNSHIRE
FOR THE ATTACHMENT OF A PAN-TILT-ZOOM (PTZ) CAMERA ONTO
THE VILLAGE-OWNED ATHLETIC FIELD LIGHTING POLE
LOCATED ADJACENT TO EVERETT ROAD (COUNTY HIGHWAY 52),
APPROXIMATELY 330 FEET EAST OF RIVERWOODS ROAD
(COUNTY HIGHWAY 58)**

THIS 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 LINCOLNSHIRE, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as "parties" to THIS AGREEMENT, and either one is referred to individually as a "party" to THIS AGREEMENT.

WITNESSETH

WHEREAS, the VILLAGE owns an athletic field lighting pole (hereinafter LIGHT POLE) located south of Everett Road (County Highway 52), approximately 330 feet east of Riverwoods Road (County Highway 58) (as is generally depicted in the attached EXHIBIT A to THIS AGREEMENT), onto which the COUNTY wishes to install a pan-tilt-zoom (PTZ) camera, a wireless radio, a wireless antenna, an equipment cabinet and other associated apparatus necessary for the transmission of video images to the COUNTY's Transportation Management Center in Libertyville, Illinois (hereinafter CAMERA); and,

WHEREAS, said CAMERA shall enable the COUNTY to monitor the COUNTY's roadway improvement project (the letting for which occurred on April 23, 2010). Said roadway improvement project includes the realignment of the intersection of Riverwoods Road at Everett Road slightly northward and the construction of a traffic roundabout, complete with one (1) planted central island and four (4) planted splitter islands (also known as County Section 04-00136-06-CH); and,

WHEREAS, the CAMERA will be integrated into the County's system of interconnected traffic signals, cameras, fiber-optic network and associated equipment (Lake County PASSAGE), and its video images shall be subject to the COUNTY's

published document, LAKE COUNTY DIVISION OF TRANSPORTATION PASSAGE VIDEO USE POLICY (hereinafter, VIDEO USE POLICY), as may be amended, which, by reference herein, hereby becomes a part hereof; and,

WHEREAS, the COUNTY is working on a separate improvement project and an associated intergovernmental agreement with the VILLAGE, under which the VILLAGE (including its Police Department) will have access to the PTZ cameras associated with PASSAGE within the VILLAGE limits, including said CAMERA; and,

WHEREAS, the VILLAGE is willing to allow the permanent installation of the CAMERA in the interests of promoting the work of the COUNTY and its Division of Transportation, including the safe and efficient movement of vehicular traffic in and around the VILLAGE and the COUNTY;

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:

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 AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

SECTION II.

The CAMERA

1. It is mutually agreed by and between the parties hereto that the COUNTY agrees to prepare all engineering plans and specifications for the CAMERA (hereinafter PLANS), subject to the review and approval of the VILLAGE. Said PLANS, by reference herein, are hereby made a part hereof. Said review of said PLANS shall not be unnecessarily withheld by the VILLAGE.

2. The COUNTY shall, at its sole expense, install, or cause to be installed, the CAMERA onto the LIGHT POLE in accordance with the PLANS. Should the COUNTY contract with a contractor for the installation, the COUNTY warrants that said contractor shall satisfy the COUNTY's licensing and bonding requirements and that said contractor shall perform the work in a safe and conscientious manner, employing "best engineering practices." The COUNTY shall be responsible for one-hundred percent (100%) of all restoration costs for any and all restorations resulting from the installation of the CAMERA. (Said restorations might include, for instance, the restoration of any landscaping disturbed in the installation process.)
3. The COUNTY agrees to perform, or cause to have performed, at its sole expense, testing, monitoring and general maintenance on the CAMERA, ensuring that it is kept in proper working order. The VILLAGE agrees to not unreasonably withhold from the COUNTY right-of-entry onto VILLAGE-owned property, in order for the COUNTY to perform testing, monitoring and general maintenance on the CAMERA or portions thereof. The COUNTY anticipates that it will require access onto VILLAGE-owned property approximately once per month.
4. It is mutually agreed by and between the parties hereto that, except in cases of emergency, the COUNTY shall give no less than forty-eight (48) hours notice to the VILLAGE's Public Works Department of its intent to work on (or in the immediate vicinity of) the LIGHT POLE in order to perform maintenance on the CAMERA or portions thereof and or the replacement or removal of the CAMERA or portions thereof. In the event of an emergency, the COUNTY shall provide such shorter notice as is practical under the circumstances. Notice made under this paragraph may be given telephonically, by facsimile or by way of written communication.
5. The VILLAGE reserves the right to perform maintenance on the LIGHT POLE as it sees fit, in its sole discretion. The VILLAGE reserves the right to request that the COUNTY, at its sole expense, temporarily remove (or at a minimum, protect) all or a portion of the CAMERA to accommodate said VILLAGE maintenance activity. At the completion of the VILLAGE's maintenance activity, the COUNTY shall, also at its sole expense, reinstall the CAMERA (or portions thereof) and return the installation to its condition prior to the commencement of the VILLAGE's maintenance activity. Except under emergency conditions, the VILLAGE shall provide to the COUNTY a minimum of thirty (30) days written notice prior to the commencement of the VILLAGE's maintenance activity.

6. It is mutually agreed by and between the parties hereto that the CAMERA shall be integrated into the Lake County PASSAGE system and its video images shall be subject to the COUNTY's VIDEO USE POLICY.
7. The COUNTY shall, at its expense, keep the antenna and related equipment fully insured for fire, windstorm and other casualties and shall maintain general liability insurance, workman's compensation insurance and any other insurance reasonably requested by the VILLAGE. The general liability insurance shall have a minimum limit of \$1,000,000 and the workman's compensation insurance shall meet applicable statutory requirements. The COUNTY's current self-insurance program is acceptable to the Village so long as the minimum coverages provided herein are met.

SECTION III. General Provisions

1. The COUNTY shall indemnify and hold harmless the VILLAGE (including its elected officials, duly appointed officials, officers, employees and agents) from any and all losses, damages, claims and causes of action, including attorneys' fees and court costs arising from the installation, operation or maintenance of the CAMERA.
2. It is mutually agreed 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 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 AGREEMENT.
3. 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 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 provision 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.

4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on July 1, 2010, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to July 1, 2010. In the event the date that the last authorized agent of the parties hereto affix their signature to THIS AGREEMENT is subsequent to July 1, 2010, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date on which the last authorized agent of the parties hereto affixes his/her signature.
5. It is mutually agreed by and between the parties hereto that THIS 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.
6. It is mutually agreed 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. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS 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 AGREEMENT.
8. It is mutually agreed by and between the parties hereto that, at such time as the CAMERA is no longer of use to the COUNTY, the COUNTY shall, at its sole expense, remove, or cause to be removed, the CAMERA from the LIGHT POLE. Following said removal, the COUNTY shall be responsible for returning the LIGHT POLE to, as nearly as possible, the same state and condition existing prior to the installation of the CAMERA.
9. It is mutually agreed by and between the parties hereto that, at such time as the LIGHT POLE is no longer of use to the VILLAGE, the COUNTY shall, at its sole

expense, remove, or cause to be removed, the CAMERA from the LIGHT POLE upon 30 day written notice from the VILLAGE.

10. It is mutually agreed 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 hereto.
11. It is mutually agreed by and between the parties hereto that any written communication required under THIS AGREEMENT shall be conducted through standard U.S. Postal Service delivery, and shall be addressed as follows:

If to the COUNTY:

County Engineer
Lake County Division of Transportation
600 West Winchester Road
Libertyville, Illinois 60048
(or current address)

If to the VILLAGE:

Mayor
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, Illinois 60069
(or current address)

12. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party hereto may 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 other party to THIS AGREEMENT.
13. It is mutually agreed 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.
14. THIS AGREEMENT shall continue until terminated by either party on ninety (90) days prior written notice to the other party, except that, in the event of a default or

violation of any of the terms and conditions of THIS AGREEMENT by the COUNTY, the VILLAGE may terminate THIS AGREEMENT on thirty (30) days written notice to the COUNTY, unless the COUNTY cures such default or violation within such time period.

15. Upon termination of THIS AGREEMENT, the COUNTY shall, at its sole expense, remove the CAMERA within thirty (30) days. In the event the COUNTY fails to do so, the VILLAGE may remove, or cause to be removed, the CAMERA, and the COUNTY shall reimburse the VILLAGE for which within thirty (30) days of receipt of an invoice from the VILLAGE for said costs.

ATTEST:

Barbara Mastandrea
Village Clerk

VILLAGE OF LINCOLNSHIRE

By: Beth Binkley
Mayor

Date: 10/25/10

**RECOMMENDED FOR
EXECUTION**

Martin G. Buehler, P.E.
Director of Transportation/
County Engineer
Lake County

ATTEST:

County Clerk
Lake County

COUNTY OF LAKE

By: _____
Chair
Lake County Board

Date: _____

EXHIBIT A
LIGHT POLE

