

**AGREEMENT  
BETWEEN THE COUNTY OF LAKE  
AND THE VILLAGE OF BARRINGTON  
FOR THE ATTACHMENT OF COUNTY-OWNED  
WIRELESS NETWORK ANTENNAE AND APPARATUS  
ONTO THE VILLAGE-OWNED WATER STANDPIPE  
LOCATED ON WISCONSIN AVENUE,  
ALSO KNOWN AS 721 S. HOUGH STREET**

**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 BARRINGTON, an Illinois Municipal Corporation, acting by and through its Village President 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 a water standpipe (hereinafter STANDPIPE) as generally depicted on the attached EXHIBIT A to THIS AGREEMENT and located on Wisconsin Avenue, also known as 721 S. Hough Street (P.I.N.s 01-01-302-019, 01-01-302-023 and 01-01-302-026) (hereinafter sometimes referred to as the VILLAGE PROPERTY), onto which the COUNTY wishes to install wireless communication equipment, including antennae, aluminum poles, mounting brackets, fittings, radios, various wires and cables and other associated apparatus. In immediate proximity to the STANDPIPE, the COUNTY wishes to install a weatherproof equipment cabinet (hereinafter CABINET) on a pedestal which will house supporting network equipment. The proposed wireless network equipment to be installed onto the STANDPIPE plus the CABINET and its contents shall hereinafter be referred to in the collective as the NETWORK EQUIPMENT; and,

**WHEREAS**, said NETWORK EQUIPMENT is intended to enable the COUNTY to wirelessly and remotely control certain traffic signal interconnections inside of and in proximity to the VILLAGE at a cost less than if doing so by way of a traditional [buried] fiber-optic cable system; and,

**DRAFT**

**WHEREAS**, the NETWORK EQUIPMENT shall be integrated into the County's system of interconnected traffic signals, cameras, fiber-optic network and associated equipment (Lake County PASSAGE) and shall significantly expand the PASSAGE network without the installation of additional fiber optic cable; and,

**WHEREAS**, the VILLAGE is willing to allow the installation of the NETWORK EQUIPMENT, subject to the terms and conditions of THIS AGREEMENT, in the interests of promoting the safe and efficient movement of vehicular traffic in and around the VILLAGE;

**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.**

##### **Installation of the NETWORK EQUIPMENT**

1. The COUNTY agrees to attach and install the NETWORK EQUIPMENT and perform any other work related thereto, in accordance with the plans and specifications approved in writing by the VILLAGE (hereinafter PLANS). Said PLANS, by reference herein, are hereby made a part hereof.
2. The COUNTY shall, at its sole expense, install, or cause to be installed by a qualified contractor approved in writing by the VILLAGE (for which VILLAGE approval shall not be unreasonably withheld), the NETWORK EQUIPMENT. Should the COUNTY contract with a contractor for the installations, the COUNTY

warrants that said contractor shall satisfy the COUNTY's and VILLAGE'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 restorations resulting from the installation, operation, maintenance, and/or removal of the NETWORK EQUIPMENT. (Said restorations might, for instance, include, but shall not be limited to, the restoration of any pavement, landscaping and/or existing communications or utilities on the site that are disturbed in the installation, operation, maintenance, and/or removal process, and/or might include but shall not be limited to the repainting of the affected metal surfaces and/or welded areas of the STANDPIPE.)

3. The COUNTY shall be responsible for payment of all telephone utility charges, property taxes, insurance premiums per Section II (10) of THIS AGREEMENT, repair and maintenance expenses and all other fees, charges, costs and expenses relating to its installation, operation, maintenance and/or removal of the NETWORK EQUIPMENT; however, the VILLAGE shall supply electrical power to the NETWORK EQUIPMENT with no reimbursement by the COUNTY.
4. 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 enter onto the subject STANDPIPE to perform installation, maintenance, replacement or removal activities. In the event of an emergency, the COUNTY shall provide such shorter notice as is practical under the circumstances. Notice under this paragraph may be given telephonically, by facsimile or by way of written communication.
5. Should the installation and/or any modification or replacement of the NETWORK EQUIPMENT, or any portion thereof, require approvals by any regulatory bodies (e.g., the Federal Communications Commission and/or the Federal Aviation Administration), the COUNTY shall, at its sole expense, prepare all necessary applications and obtain the necessary approvals from all such regulatory bodies prior to the COUNTY performing any work on the STANDPIPE and/or VILLAGE PROPERTY, and the COUNTY shall provide to the VILLAGE written evidence of all approvals obtained from such regulatory bodies.
6. The VILLAGE agrees to supply to the COUNTY a comprehensive listing of all users transmitting radio frequencies (RF) from any VILLAGE-owned facility (said users might include cellular communication carriers, police and fire departments,

etc.), provided, however, the VILLAGE makes no warranty as to the accuracy of the information it may provide to the COUNTY pursuant to this Paragraph. The COUNTY shall evaluate the potential for radio-frequency (RF) interference between its equipment and any of the existing equipment.

7. The COUNTY warrants that the operation of the NETWORK EQUIPMENT shall not create RF interference with any of the users now operating RF equipment at any VILLAGE-owned facility. If the VILLAGE or the COUNTY determines that the NETWORK EQUIPMENT creates RF interference with any existing users of the STANDPIPE or the VILLAGE PROPERTY, the COUNTY shall promptly take all reasonable steps necessary to remedy the RF interference issue, subject to the VILLAGE'S approval. If the COUNTY fails to promptly remedy such RF interference, as determined by the VILLAGE, the COUNTY shall promptly remove the NETWORK EQUIPMENT from the STANDPIPE and the VILLAGE PROPERTY, all at the COUNTY's sole cost and expense, or if, in such event, the COUNTY fails to promptly remove the NETWORK EQUIPMENT, the VILLAGE may remove the NETWORK EQUIPMENT at the COUNTY's sole cost and expense but the VILLAGE shall not be obligated to do so.
8. The COUNTY agrees to perform, or cause to have performed, at its sole expense, maintenance upon the NETWORK EQUIPMENT, ensuring that it is kept in proper working order.
9. At any time and at the request of the VILLAGE, the COUNTY shall, at its sole expense, paint, or cause to be painted, the NETWORK EQUIPMENT (or portions thereof, as specified by the VILLAGE) in a color substantially similar to that of the STANDPIPE.
10. The COUNTY shall, at its sole expense, insure the NETWORK EQUIPMENT against fire, windstorms and other casualties and shall maintain insurance as specified herein:
  - (i) Workers' Compensation (as required by State law) Statutory Limited Employees' Liability \$500,000 per accident;
  - (ii) General (Public) liability bodily insurance of not less than one million dollars (\$1,000,000.00) for injuries, including death, to any one person, two

million dollars (\$2,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate limit;

- (iii) General (Public) liability property damage insurance of not less than one million dollars (\$1,000,000.00) on account of any one occurrence with an aggregate limit of not less than two million dollars (\$2,000,000.00);
- (iv) Automobile public liability bodily injury insurance of not less than one million dollars (\$1,000,000.00) each person, two million dollars (\$2,000,000.00) each occurrence, with an aggregate limit of not less than two million dollars (\$2,000,000.00);
- (v) Underground property damage and structural property damage insurance on single limit basis of not less than one million dollars (\$1,000,000.00) and
- (vi) Contractual liability insurance of the same limits as required under Paragraph (ii) above.

The COUNTY's self-insurance is acceptable to the VILLAGE, provided that the minimum coverage levels specified in this Paragraph are satisfied. The COUNTY shall provide and maintain with the VILLAGE a Certificate of Insurance disclosing all coverage levels, and the VILLAGE shall be named as an Additional Insured thereon, which additional insured language shall read "The Village of Barrington as an additional insured together with its officers, trustees, agents, employees, and volunteers" and "No endorsements or additional forms modify or limit the coverage provided to the additional insured. Coverage is afforded on a Primary Basis for Additional Insured." The Certificate shall provide that coverage will not be canceled without at least thirty (30) days prior written notice to the VILLAGE.

11. The VILLAGE reserves the right to perform maintenance on the STANDPIPE 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 NETWORK EQUIPMENT. At the completion of the VILLAGE's maintenance activity, the COUNTY shall, also at its sole expense, reinstall the necessary NETWORK EQUIPMENT (or portions thereof) and return the installation to its condition prior to the commencement of the VILLAGE's maintenance activity. The COUNTY shall also be responsible to pay one-hundred percent (100%) of all restoration costs related to the STANDPIPE and the

VILLAGE PROPERTY for all restorations requested by the VILLAGE as a result of the maintenance, repair, reinstallation, operation, and/or removal of the NETWORK EQUIPMENT. 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.

**SECTION III.**  
**General Provisions**

1. The COUNTY shall indemnify and hold harmless the VILLAGE (including its officers, trustees, agents, employees and volunteers) from any and all costs, losses, damages, claims and causes of action, including, but not limited to, attorneys' fees and court costs arising from the installation, operation, maintenance, and/or removal of the NETWORK EQUIPMENT.
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, 2011, provided the duly authorized agents

of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to July 1, 2011. 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, 2011, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that 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 NETWORK EQUIPMENT is no longer of use to the COUNTY, the COUNTY shall, at its sole expense, remove, or cause to be removed, the NETWORK EQUIPMENT from the STANDPIPE and from the VILLAGE PROPERTY. Following said removal, the COUNTY shall be responsible for returning the STANDPIPE and any related VILLAGE PROPERTY to, as nearly as possible, the same state and condition existing prior to the installation of the NETWORK EQUIPMENT.
9. 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.

10. Except as provided in Provision II(4), it is mutually agreed by and between the parties hereto that any written communication required under THIS AGREEMENT (including, but not limited to, that pursuant to Provisions II(5), II(6), II(9), II(10), II(11), III(9), III(11), III(13) and III(14) of 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:

Village Manager  
Village of Barrington  
200 S. Hough Street  
Barrington, Illinois 60010  
(or current address)

11. 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.
12. 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.
13. 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.



14. Upon termination of THIS AGREEMENT, the COUNTY shall, at its sole expense, remove the NETWORK within thirty (30) days. In the event the COUNTY fails to do so, the VILLAGE may remove, or cause to be removed, the NETWORK EQUIPMENT, and the COUNTY shall reimburse the VILLAGE for the costs thereof within thirty (30) days of receipt of an invoice from the VILLAGE for said costs.
15. The obligations of the COUNTY with respect to Paragraphs II(2), II(3), II(14), III(1), III(8) and III(14) shall survive any termination of the AGREEMENT.

**ATTEST:**

Adam Pagnier  
Village Clerk

**VILLAGE OF BARRINGTON**

By: Karen Dauch  
Village President

Date: July 18, 2011

**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  
STANDPIPE  
721 S. Hough Street  
Barrington, Illinois

