

**INTERGOVERNMENTAL AGREEMENT FOR LICENSE TO INSTALL  
AUTOMATIC METER READING DEVICES ON EXISTING STRUCTURES**

This agreement is between the County of Lake, Illinois, an Illinois body politic and corporate ("County"), and Vernon Hills, an Illinois municipal corporation ("Municipality"), both of which may enter such an agreement under the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* The agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this agreement.

**Recitals**

- The County's Public Works Department is implementing an automatic meter reading system to collect information on the water usage of customers it serves.
- The system relies on transmitters installed in buildings (such as homes), and these transmitters send, via a radio signal, data about water use to devices referred to as "Data Collectors." In addition to the Data Collectors, Repeaters are also used to increase the signal strength of transmission. The Data Collectors and Repeaters (collectively referred to below simply as "Devices") collect and transmit data to the County.
- To create a network for the data transmission, the Devices must be located throughout the County on structures such as street light poles, stand-alone poles, cell towers owned by the Village, water towers, and governmental buildings. Each Data Collector or Repeater is approximately the size of a shoe box and uses a negligible amount of power, approximately 5 watts (44 kWhr per year).
- The County seeks a license to install its Devices on various structures owned by the Municipality as more specifically set forth on Exhibit "A", and the purpose of this agreement is to set the terms of that cooperation.

**In light of the foregoing, the parties now agree as follows:**

1. **License.** The Municipality grants the County a license to install the County's Devices at the locations listed in the attached Exhibit A, which is made a part of this agreement.
2. **Permitting for installation; removal.** Prior to the installation of County Devices at individual locations, the County shall apply for a group permit from the Municipality for review and approval of the installations. In the event the County seeks to remove a Device from a particular location, the County will notify the Municipality and comply with its permitting requirements, if any.
3. **Non-interference.** The license the Municipality grants to the County to install its Data Collectors and Repeaters on various structures shall in no way limit the Municipality's use of its structures for its own business purposes. In the event the Municipality requires the space occupied by the County's equipment, the parties agree to work together to find a mutually

satisfactory substitute location for the County's equipment. Each device will be clearly labeled with the County's name and an emergency telephone number where a representative of the County can be reached to receive reports of problems with a device. The County shall investigate all such reports in a timely manner and perform all necessary repair and maintenance to remedy any problems.

4. **Maintenance and Repair of Structures.** The Municipality will maintain its structures as necessary to fulfill its own service requirements. The County agrees that the Municipality has not agreed to undertake any alterations or improvements to make the Municipality's structures suitable for the County's intended use and the County accepts use of the structures in their as-is, where-is condition, with all faults. In the event that the County's installation or maintenance causes any damage to the structures, then in that event the County shall make all necessary repairs and/or replacements of the structures, if required, as expeditiously as possible. The Municipality is not required to maintain any structure for a period longer than is demanded by its own service requirements. In the event that the Municipality determines that it will no longer maintain a structure upon which any County device is attached, the Municipality will send the County 30 days written notice that it will no longer maintain the structure. In such event, the parties agree to work together to find a mutually satisfactory substitute location for the County's equipment.

5. **Costs.** The County shall be responsible for all costs associated with its devices, whether the costs are for installation, maintenance, replacement, relocation, removal, electrical, and/or any other costs.

6. **Indemnification.** The County agrees to defend and indemnify the Municipality, its employees, and its elected and appointed officials (the "Indemnitees") for claims arising from damage or injury caused to the structures upon which the County Devices are affixed and for claims arising from damage or injury resulting from the existence of the County's Devices on the structures, provided, however, that the County shall have no obligation under this agreement to indemnify the Indemnitees from their own negligence or misconduct. For damage or injury subject to indemnification, the County will pay all reasonably incurred costs and attorneys' fees, plus any resulting damage awards, settlements, or judgments.

7. **Term.** Upon becoming effective, as defined in the agreement's introductory paragraph, this agreement shall remain in effect for an initial period of two years following the Effective Date, unless terminated sooner in accordance with this agreement. The agreement will thereafter continue in force and effect from year to year, but after its initial two years, either party may terminate it by giving written notice to the other party 60 days prior to the termination date identified in the notice, unless the agreement is otherwise terminated in accordance with this agreement.

8. **Notices.** A party providing notice under this agreement must send it to:

**If to the Municipality:**  
Village Clerk  
Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, IL 60061

**with a copy to:**  
Director of Public Works  
Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, IL 60061

**If to the County:**

County of Lake  
Attn: County Administrator  
18 N. County St.  
Waukegan, IL 60085

Lake County Public Works  
650 Winchester Road  
Libertyville, IL 60048

9. **Governing law; venue.** The laws of Illinois, without giving effect to principles of conflict of laws, govern all matters arising under this agreement, including all tort claims, and all lawsuits shall be brought only in the Nineteenth Judicial Circuit of Lake County, Illinois.

10. **Severability.** If any provision of this agreement is unenforceable to any extent, the remainder of this agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

11. **Modification.** No amendment of this agreement will be effective unless it is in writing and signed by the parties, except that substitute locations for those listed in Exhibit A may be made from time-to-time, as circumstances require, without written amendment to this agreement.

**Signed:**

COUNTY OF LAKE

By: \_\_\_\_\_

Title: Chairman

Date: \_\_\_\_\_

MUNICIPALITY

By: Bob By

Title: Village President

Date: 4/2/14

**EXHIBIT A**  
Locations

## Exhibit A Locations

<u>Repeater Number</u>	<u>Address</u>	<u>Pole Description</u>
R11	102 Birmingham Place	Village Light #420
R12	Route 45/Fairway Drive	SCADA Pole
R13	75 E. Route 45	Village Monopole Metra Station
R14	Greggs Pkwy/Huntington Rd	Village Light #1840
R17	250 W. Greggs Pkwy	White Deer Driving Range
R18	Nardis/Montclair	Village Light #1428
R19	292 Townline Road	SCADA Pole Hawthorn Reservoir
R20	86 East Phillip Road	Police Dept. Monopole
R21	1124 Lakeview Parkway	Village Light Pole #194
R23	499 Creekside Drive	Village Light Pole #900
R24	143 Southfield Drive	SCADA Pole Southfield Dr. Lift Station
R25	Hartman Park	Village Civil Defense Pole
R27	Village Hall	Village Monopole
R28	1110 Woodlands Parkway	Village Light Pole #1044
R30	206 Autumn Lane	Village Light Pole #736
R31	840 Cherry Valley Rd.	Village Light Pole #795
R32	1198 Creek View Drive	SCADA Pole Creekside Lift Sta.