

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF LINCOLNSHIRE
FOR THE SHARING OF COMPUTER-AIDED DISPATCH (CAD)
AND VIDEO
ALONG VARIOUS COUNTY HIGHWAYS, STATE ROADS AND TOLL ROADS
IN AND ABOUT LAKE COUNTY, ILLINOIS**

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 County, through its Division of Transportation, has undertaken the development and implementation of an Advanced Traffic Management System (ATMS) in order to improve the efficiency of motor vehicle traffic throughout Lake County, and Lake County "PASSAGE" is the COUNTY's ATMS, employing a fiber optic network interconnecting traffic signals, cameras and network equipment along county highways, state roads and toll roads. Video images (hereinafter VIDEO) and traffic signal data is collected and sent to the COUNTY's Transportation Management Center (TMC) by way of this network; and,

WHEREAS, the VILLAGE's Police Department operates a Computer-Aided Dispatch (hereinafter CAD) system throughout the VILLAGE in order to improve response times to emergency 9-1-1 calls for all types of emergencies, including traffic-related incidents; and,

WHEREAS, the VILLAGE and the COUNTY desire to share VIDEO and CAD in order to enhance their effectiveness and efficiency; and,

WHEREAS, there exists a companion document published by the COUNTY's Division of Transportation, as adopted by the COUNTY's County Engineer (hereinafter COUNTY ENGINEER), entitled, A POLICY FOR THE USE OF LAKE COUNTY PASSAGE VIDEO IMAGES, as may be amended (hereinafter VIDEO USE POLICY), providing the terms and

conditions for the use of VIDEO. Said VIDEO USE POLICY by reference herein is hereby made apart hereof;

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.
Sharing of Computer-Aided Dispatch (CAD) Data

1. The VILLAGE will provide "read-only" access to the COUNTY for the traffic-related information from responses to 9-1-1 emergency call information transmitted on the VILLAGE's CAD.
2. It is mutually agreed by and between the parties hereto that information made available to the COUNTY via the VILLAGE's CAD shall include the following: (1) the time, date, location and nature of the traffic-related accident/incident, (2) the type and number of vehicles involved in said accident/incident, (3) the number, type and jurisdiction(s) of emergency vehicles responding to said accident/incident, (4) the type and severity of injuries resulting from said accident/incident and (5) any and all CAD notes regarding said accident/incident (such notes might include information regarding lane blockages and/or whether the vehicles involved in the accident/incident have been relocated away from the accident/incident site).
3. It is mutually agreed by and between the parties hereto that the COUNTY and Illinois Department of Transportation (hereinafter IDOT) personnel having access to the VILLAGE's CAD shall be trained COUNTY ATMS Supervisors and employee ATMS Operators, in addition to trained IDOT Traffic personnel.

4. It is mutually agreed by and between the parties hereto that the use of the information retrieved by the COUNTY and IDOT ATMS Operators from the VILLAGE's CAD shall be limited to assisting ATMS operators to more efficiently and thoroughly implement the county-wide ATMS by having more complete traffic obstruction information to better implement alternate traffic control strategies and provide travel information to the motoring public.
5. It is mutually agreed by and between the parties hereto that the COUNTY shall work collaboratively with the VILLAGE's CAD equipment and software provider through its consultant, which will develop and implement the changes, modifications, integration and testing to create the functional interface between the VILLAGE's CAD and the COUNTY's ATMS systems. It is this interface and these modifications that shall specifically filter (block) information to which ATMS Operators are not entitled to access (i.e., non-traffic related events).
6. It is mutually agreed by and between the parties hereto that the COUNTY is responsible for one-hundred percent (100%) of all costs relating to the implementation of the interface and filtering system between the VILLAGE's CAD and the COUNTY's ATMS.

It is further mutually agreed by and between the parties hereto that the COUNTY is responsible for one-hundred percent (100%) of all costs relating to the testing, upgrading and maintenance of said interface and filtering system.

7. Failure of either party to comply with any of its obligations under THIS AGREEMENT constitutes a breach of this AGREEMENT. It is mutually agreed by and between the parties hereto that, following each and every instance of a breach, the VILLAGE and the COUNTY shall meet to discuss the source and nature of the breach in order to correct such behaviors and avoid future breaches.

SECTION III.

The COUNTY's Responsibilities

1. The COUNTY shall provide the VILLAGE access to the VIDEO pursuant to THIS AGREEMENT and subject to the most current VIDEO USE POLICY.
2. The COUNTY shall be responsible for the design, construction and maintenance of the video feed (i.e., the fiber optic network) from the TMC to the VILLAGE's facility. [Frequently, the VILLAGE's facility is simply a room within the police department which houses the

police department's CAD.]

3. The COUNTY shall provide the VILLAGE with a two-channel Ethernet media converter, with one channel providing VIDEO to the VILLAGE, and the other channel providing a physical connection between the VILLAGE's CAD and the PASSAGE network.
4. The COUNTY shall provide the software necessary for both camera control and the display of VIDEO on the VILLAGE's computer.
5. It is mutually agreed by and between the parties hereto that, from time to time, it may be necessary for the COUNTY to disable the VIDEO on all or a part of the PASSAGE network in order to perform routine maintenance. In such instances, the COUNTY will alert the VILLAGE of the date, time and anticipated duration of said maintenance (30-minute advance notification is typical). Said notification of said scheduled maintenance activity shall be made by way of an electronic mail ("E-mail") message.

It is further mutually agreed by and between the parties hereto that, in cases of unplanned PASSAGE system outages (due, for instance, to various road construction projects, utility work, vehicular crashes involving controller cabinets, weather or for some other unforeseen reason), the COUNTY will make every reasonable effort to restore the PASSAGE network to fully-operable status as quickly as possible.

6. The COUNTY shall provide to the VILLAGE, and at no cost to the VILLAGE, any necessary training relating the sharing of VIDEO and/or the operation of PASSAGE. Training will be provided on an as-needed basis, and it is the responsibility of the VILLAGE to articulate its specific training needs to the COUNTY, as the COUNTY offers no formal training program relating to the sharing of VIDEO and/or the operation of PASSAGE.
7. The COUNTY shall adhere to the VIDEO USE POLCY. Further, the COUNTY shall provide one (1) copy of the VIDEO USE POLICY to the VILLAGE following any and all amendments to the VIDEO USE POLICY, with delivery of said document made pursuant to Section V.11. of THIS AGREEMENT.

SECTION IV.
The VILLAGE's Responsibilities

1. The VILLAGE shall adhere to the VIDEO USE POLICY.

2. The VILLAGE shall provide and is responsible for the maintenance of the following: all wiring/cabling/racking (including any conduits, if necessary), firewalls, computers, computer monitors and peripherals and any and all equipment beyond the specified point of demarcation (this is specified by the COUNTY ENGINEER and is commonly the fiber-to-copper media converter). The VILLAGE shall pay one-hundred percent (100%) of all maintenance costs for said wiring/cabling/racking (including any conduits, if necessary), firewalls, computers, computer monitors and peripherals and any and all equipment beyond the specified point of demarcation with no reimbursement by the COUNTY.
3. It is mutually agreed by and between the parties hereto that the integration of the VILLAGE's equipment and software platform with the COUNTY's PASSAGE equipment and software platform may require certain technical expertise beyond that held by either VILLAGE or COUNTY personnel. In such instances, the VILLAGE shall obtain an itemized quote from its supplier, vendor and/or technology consultant detailing all necessary material and labor costs for the implementation said integration, and the VILLAGE shall supply said quote to the COUNTY for review and approval. Said review shall not be unnecessary withheld by the COUNTY.

It is further mutually agreed by and between the parties hereto that, following the COUNTY's approval, the COUNTY shall pay one-hundred percent (100%) of all reasonable costs for said integration. Payment (reimbursement) shall be made by the COUNTY to the VILLAGE in a lump sum, within thirty (30) days of the receipt of a final invoice from the VILLAGE.

4. The VILLAGE shall pay one-hundred percent (100%) of all energy costs for energy used at the VILLAGE's site to power the VILLAGE's computer and the media converter, with no reimbursement by the COUNTY.
5. It is mutually agreed by and between the parties the parties hereto that, from time to time, the connection between the VILLAGE's CAD and PASSAGE may fail or otherwise be comprised. In such instances, The VILLAGE agrees to make every reasonable, "good-faith" effort to restore said connection in a timely manner.
6. The VILLAGE agrees to notify the COUNTY ENGINEER of any known violations to THIS AGREEMENT or the VIDEO USE POLICY carried out by any agency, person or persons.

SECTION V.
General Provisions

1. 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, 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.
2. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand County Highways as may be best determined, as provided by law.
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 September 1, 2010, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to September 1, 2010. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to September 1, 2010, 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 their 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.
8. 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.
9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No 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 COUNTY.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

11. It is mutually agreed by and between the parties hereto that, unless otherwise noted, all notices, requests and other communications made under THIS AGREEMENT shall be made in writing using standard U.S. Postal Service mail delivery as follows:

If to the VILLAGE:

Mayor

Village of Lincolnshire

One Olde Half Day Road.

Lincolnshire, Illinois 60069

(or current mailing address)

If to the COUNTY:

County Engineer

Lake County Division of Transportation

600 West Winchester Road

Libertyville, Illinois 60048

(or current mailing address)

12. Either party may terminate THIS AGREEMENT with ninety (90) days' notice made in writing to the counterparty, pursuant to Section V.11 of THIS AGREEMENT.

VILLAGE OF LINCOLNSHIRE

ATTEST:

Barbara Mastandrea
Village Clerk

By: Brett Belsky
Mayor

Date: 10/25/10

RECOMMENDED FOR EXECUTION

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

COUNTY OF LAKE

ATTEST:

County Clerk

By: _____
Chair
Lake County Board

Date: _____