

**AGREEMENT  
BETWEEN THE COUNTY OF LAKE  
AND THE WAUCONDA FIRE DISTRICT  
FOR THE SHARING OF VIDEO IMAGES  
FROM 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 WAUCONDA FIRE DISTRICT, an Illinois Municipal Corporation, acting by and through its President and District Board, hereinafter referred to as the DISTRICT. The COUNTY and the DISTRICT 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 DISTRICT is desirous to receive VIDEO by way of a “VPN” (Virtual Private Network) Internet-based connection in order to enhance its effectiveness and efficiency; and,

**WHEREAS**, the COUNTY shall provide VIDEO to the DISTRICT, at no cost to the DISTRICT, subject to the provisions of THIS AGREEMENT; and,

**WHEREAS**, there exists a companion document to THIS AGREEMENT 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 a part 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 DISTRICT 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 VIDEO**

1. The COUNTY shall provide the DISTRICT access to the VIDEO, at no cost to the DISTRICT, pursuant to THIS AGREEMENT and subject to the most current VIDEO USE POLICY.
2. The COUNTY shall provide the software necessary for both camera control and the display of VIDEO on the DISTRICT's computer.
3. 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 DISTRICT of the date, time and anticipated duration of said maintenance (30-minute advance notification is typical). Said notification 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.

4. The COUNTY shall provide to the DISTRICT, and at no cost to the DISTRICT, any necessary training relating to the sharing of VIDEO and/or the operation of camera control software. Training will be provided on an as-needed basis, and it is the responsibility of the DISTRICT to articulate its specific training needs to the COUNTY, as the COUNTY offers no formal training program relating to the sharing of said VIDEO and/or the operation of said camera control software.
5. The DISTRICT shall adhere to the VIDEO USE POLICY, and the COUNTY shall provide one (1) copy of the VIDEO USE POLICY to the DISTRICT following any and all amendments to the VIDEO USE POLICY, with delivery of said document made pursuant to Section III.11 of THIS AGREEMENT.
6. The DISTRICT shall provide and is responsible for the maintenance of the following: all computers, computer monitors and peripherals, firewalls, wiring/cabling/racking (including any conduits, if necessary) and any and all equipment required for the requested VPN connection to the VIDEO (hereinafter DISTRICT-OWNED EQUIPMENT). The DISTRICT shall pay one-hundred percent (100%) of all maintenance and/or replacement costs for all DISTRICT-OWNED EQUIPMENT.
7. The DISTRICT shall pay one-hundred percent (100%) of all energy costs for energy used at the DISTRICT's site to power the DISTRICT's computer, with no reimbursement by the COUNTY.
8. 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 DISTRICT and the COUNTY shall meet to discuss the source and nature of the breach in order to correct such behaviors and avoid future breaches.

9. The DISTRICT 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 III.**  
**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 DISTRICT (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 DISTRICT 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 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 affixes 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 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 DISTRICT:

President

Wauconda Fire District

109 W. Liberty Street

Wauconda, Illinois 60084

(or current mailing address)

If to the COUNTY:

County Engineer

Lake County Division of Transportation

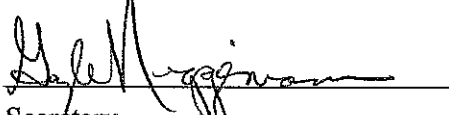
600 West Winchester Road

Libertyville, Illinois 60048

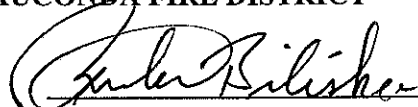
(or current mailing address)

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

ATTEST:

  
Secretary

WAUCONDA FIRE DISTRICT

By:   
President

Date: 5/19/11

RECOMMENDED FOR EXECUTION

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

COUNTY OF LAKE

By: \_\_\_\_\_  
Chair  
Lake County Board

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

ATTEST:

\_\_\_\_\_  
County Clerk