

A RESOLUTION APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF FOX RIVER GROVE, THE VILLAGE OF BARRINGTON HILLS AND QUADCOM, A CONSORTIUM OF LOCAL GOVERNMENT ENTITIES

WHEREAS, the Village of Barrington Hills (“Barrington Hills”) is a home rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois, and as such is authorized to take all reasonable action pertaining to its affairs in accordance therewith; and

WHEREAS, the Village of Fox River Grove (“Fox River Grove”) is a non-home rule municipality, and as such is authorized to take all reasonable action pertaining to its affairs in accordance the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, QuadCom 911 Public Safety Communications System is a public safety communications center owned and operated by a consortium of Illinois local public entities; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1, *et seq.*, authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, Fox River Grove owns and operates a water tower located on certain property within Fox River Grove; and

WHEREAS, on November 19, 2009, Fox River Grove and Barrington Hills entered into an Intergovernmental Agreement to allow Barrington Hills to install and maintain a Barrington Hills Communications Antenna on the Water Tower for the purpose of Barrington Hills’ emergency dispatch operations (“Communications Antenna”); and

WHEREAS, recently, the Board of Trustees for Barrington Hills approved the transfer of Barrington Hills’ emergency dispatch operations and certain equipment to QuadCom including the Communications Antenna on the Water Tower; and

WHEREAS, the Parties recognize that the Communications Antenna on the Water Tower is necessary and useful to emergency dispatch operations provided by QuadCom on behalf of Barrington Hills; and

WHEREAS, as a result, the Parties desire to enter into a new Intergovernmental Agreement to reflect the recent transfer of Barrington Hills’ emergency dispatch operations and certain equipment to QuadCom including the Communications Antenna on the Water Tower and to allow for QuadCom’s operation and maintenance of the Communications Antenna on the

Resolution 16 -

Water Tower for the benefit of Barrington Hills, pursuant to the terms and conditions of the Intergovernmental Agreement, attached hereto and incorporated herein by reference as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President is authorized to execute, on behalf of the Village, the Intergovernmental Agreement, as attached hereto as Exhibit A, by affixing his signature thereto, and the Village Clerk is similarly authorized to attest to the signature of the President as an act on behalf of the Village.

SECTION THREE: Upon execution of the Intergovernmental Agreement, staff and appointed representatives of the Village are authorized to take all actions requisite for the Village's compliance with its obligations set forth in Exhibit A.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

Ayes: Nays: Absent:

PASSED AND APPROVED by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 22nd day of February, 2016.

APPROVED:

ATTEST:

Village President

Village Clerk

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made as of the 22nd day of February, 2016, by and between the Village of Fox River Grove, an Illinois municipal corporation ("Fox River Grove"), the Village of Barrington Hills, an Illinois municipal corporation ("Barrington Hills") and QuadCom 911 Public Safety Communications System, a public safety communications center owned and operated by a consortium of Illinois local public entities ("QuadCom").

RECITALS

A. Fox River Grove owns a water tower located on a parcel of real property at longitude - 88.2241 and latitude 42.1924 (commonly referred to as 613 Algonquin Road) (the "Water Tower") and as depicted on the map attached as Exhibit A hereto.

B. On November 19, 2009, Fox River Grove and Barrington Hills entered into an Intergovernmental Agreement to allow Barrington Hills to install and maintain a Barrington Hills Communications Antenna on the Water Tower for the purpose of Barrington Hills' emergency dispatch operations ("Communications Antenna").

C. Recently, the Board of Trustees for Barrington Hills approved the transfer of Barrington Hills' emergency dispatch operations and certain equipment to QuadCom including the Communications Antenna on the Water Tower.

D. The parties recognize that the Communications Antenna on the Water Tower is necessary and useful to emergency dispatch operations provided by Quadcom on behalf of Barrington Hills.

As a result, the Parties desire to enter into a new Intergovernmental Agreement to reflect the recent transfer of Barrington Hills' emergency dispatch operations and certain equipment to QuadCom including the Communications Antenna on the Water Tower and to allow for QuadCom's operation and maintenance of the Communications Antenna on the Water Tower for the benefit of Barrington Hills, pursuant to the terms and conditions hereof.

E. This Agreement is made pursuant to the authority provided by Article VII, Section 10 of the Illinois Constitution of 1970 and the authority provided by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*

WHEREFORE, Fox River Grove, Barrington Hills, and QuadCom, in consideration of the mutual covenants set forth below, agree as follows:

1. The recitals to this Agreement as set forth above are incorporated into and made a part of this Agreement.

2. Subject to compliance with the other terms and provisions in this Agreement, Fox River Grove hereby consents to the continued use and maintenance, by QuadCom of the Communications Antenna that presently exists on the Water Tower and all such necessary related equipment that is hereinafter approved by Fox River Grove. The type and nature of all cabling and other related equipment necessary for the continued use of the QuadCom Communications Antenna shall be subject to the reasonable approval of Fox River Grove prior to any modifications. QuadCom shall provide Fox River Grove a list of the related equipment prior to any modifications and Fox River Grove shall have thirty (30) days to approve or disapprove of such equipment. Fox River Grove's failure to provide its approval or disapproval within said 30-day period shall be deemed an approval.

3. The Communications Antenna and related equipment shall be maintained by QuadCom on the Water Tower in a good and workmanlike manner and in accordance with any applicable laws, ordinances, rules and regulations.

4. QuadCom shall provide reasonable prior notice to Fox River Grove before accessing the Communications Antenna and related equipment for maintenance or any other purpose permitted under this Agreement. QuadCom shall have the right to access the water tower on such dates and times approved by Fox River Grove and such approvals shall not be unreasonably withheld.

5. QuadCom shall not use the Communications Antenna for any purpose other than for communication by QuadCom without prior approval of Fox River Grove.

6. QuadCom shall promptly remove the Communications Antenna and related equipment and this Agreement shall terminate and be of no further force or effect upon the occurrence of any of the following events: (i) QuadCom ceases use of the Communications Antenna for the Barrington Hills Police Department; (ii) following one hundred eighty (180) days' notice to QuadCom from Fox River Grove. The Communications Antenna and any related equipment shall be removed by QuadCom from the Water Tower premises upon the termination of this agreement within thirty (30) calendar days.

7. Neither Barrington Hills nor QuadCom shall install a radio communications support structure upon the approximately one-half acre parcel of land owned by Barrington Hills and located at the southeast corner of Foxmoor and Asbury in Fox River Grove, commonly referred to as, "the Foxmoor Parcel," or upon any other parcel of land within one-half mile of

any boundary line of Fox River Grove; provided, however, this provision shall not apply to the antenna currently located on the St. John Nepomucene Chapel property located in Barrington Hills that is part of the Barrington Area Radio Network. Any modifications or additions to the antenna currently located on the St. John Nepomucene Chapel shall require Fox River Grove approval which shall not be unreasonably withheld.

8. QuadCom shall keep and maintain the Communications Antenna and the related equipment installed on the premises in a good condition, reasonable wear and tear and damage from the elements excepted. All equipment located upon the exterior of the Water Tower shall be painted the same color as the Water Tower, provided, however, in the event that painting any of the equipment interferes in any material way with the proper functioning of the equipment, QuadCom shall not be required to paint said equipment. Upon thirty (30) days prior notice from Fox River Grove of its need to perform construction, maintenance or painting of the water tower, QuadCom shall, prior to the expiration of the 30-day notice period, temporarily remove the Communications Antenna and the related equipment requested by Fox River Grove until such time that the planned painting, maintenance or construction is completed. In the event Fox River Grove's cost for painting or maintaining the Water Tower materially increases due to the Communications Antenna and related equipment, Fox River Grove shall present an estimate of such cost increase to QuadCom prior to commencing the work and upon completion of the work, QuadCom shall promptly reimburse Fox River Grove for the increased costs for the maintenance and/or painting of the water tower.

9. QuadCom will be responsible for obtaining its own utility service and metering equipment and paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by it.

10. QuadCom will obtain information, investigate and perform any testing necessary to evaluate the potential for interference with any existing radio or telecommunications equipment located on or near the Water Tower premises. By executing this Agreement, QuadCom warrants that its use of the Water Tower premises will not interfere with the equipment of existing radio frequency user(s) which existed on the Water Tower premises prior to the date of this Agreement as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. In the event any after-installed QuadCom equipment causes such interference, QuadCom shall, upon notice, immediately cease the activity causing the interference. QuadCom shall, at its sole expense cure and remedy any repairs or work that is necessary to remedy any interference.

11. It shall be the responsibility of QuadCom to ensure that its use of the Communications Antenna and the related equipment at the Water Tower premises does not cause radio frequency exposure levels of all the existing equipment located at the Water Tower premises and in the surrounding vicinity to exceed those levels permitted by the FCC. In the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Water Tower premises in non-compliance, QuadCom will be responsible for bringing the Communications Antenna into compliance.

12. No Party to this Agreement shall directly or indirectly seek any modification of this Agreement through court action and this Agreement shall remain in full force and effect until amended or changed by the mutual agreement of both respective corporate authorities.

13. This Agreement shall be enforceable by an action at law or in equity in a court of competent jurisdiction, including without limitation the remedy of specific performance. Remedies shall be cumulative and not exclusive. This Agreement shall be governed by the laws of the State of Illinois.

14. The failure of Fox River Grove, Barrington Hills, or QuadCom to insist on the other party's strict compliance with the terms and conditions of this Agreement shall not constitute a waiver of Fox River Grove's, Barrington Hills's, or QuadCom's right to insist that the other party in the future strictly comply with any and all of the terms and conditions contained in this Agreement.

15. Unless otherwise expressly specified, all notices to be given pursuant to this Agreement shall be given in writing and shall be deemed given when delivered by messenger or by the United States mails (and, if mailed, shall be deemed received two (2) business days after the postmarked date thereof), with postage prepaid, registered or certified, and addressed as follows:

IF TO FOX RIVER GROVE:

Village of Fox River Grove
305 Illinois Street
Fox River Grove, Illinois 60021
Attention: Village Administrator

IF TO BARRINGTON HILLS:

Village of Barrington Hills
112 Algonquin Road
Barrington Hills, Illinois 60010
Attention: Village Clerk

IF TO QUADCOM
505 Elm Ridge
Carpentersville, IL 60110
Attention: Director of Communications

Any party to the Agreement may change the address to which notices for such party are to be sent by giving notice of such change to the other party in the manner provided in this Section.

16. This Agreement may not be amended altered or modified except by writing on behalf of the affected parties.

17. Fox River Grove, Barrington Hills, and QuadCom agree to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms, provisions, and intent of this Agreement.

18. If suit or action is brought to enforce this Agreement or any provision of this Agreement, or to rescind or repudiate this Agreement or any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, and expenses, both trial and appellate, in addition to any costs and disbursements allowed by law to be recovered or awarded to the prevailing party.

19. If any provisions of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of this Agreement are to be severable.

20. This Agreement shall be in full force and effect for a period of twenty (20) years.

21. This Agreement constitutes the entire agreement of the parties and supersedes all previous communications, representations or agreements, either verbal or written with respect to the subject matter hereof, between the parties.

[Remainder of page left intentionally blank]

VILLAGE OF FOX RIVER GROVE,
an Illinois municipal corporation

By: _____
Village President

Attest: _____
Village Clerk

VILLAGE OF BARRINGTON HILLS,
an Illinois municipal corporation

By: _____
Village President

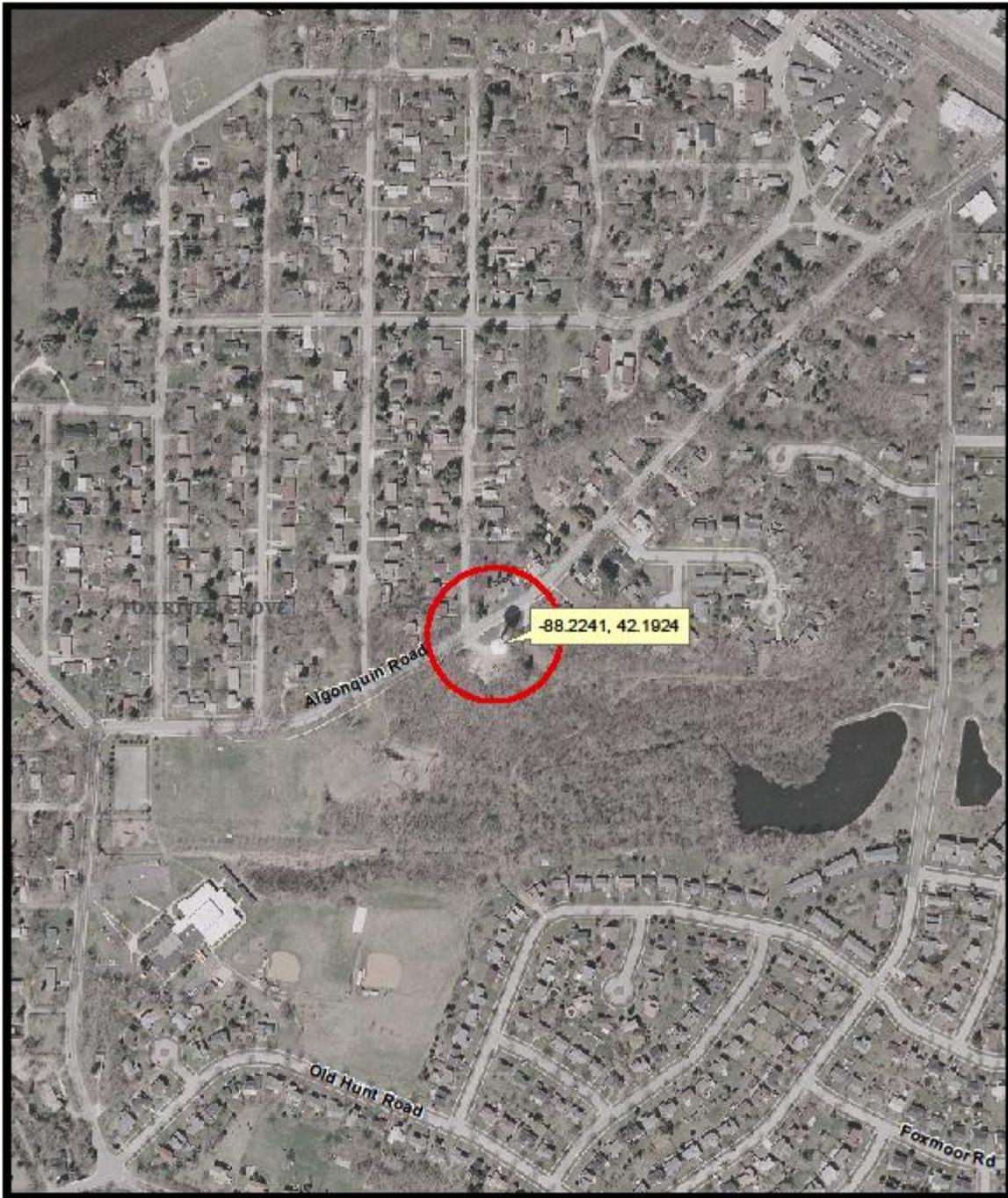
Attest: _____
Village Clerk

QUADCOM,
A public safety communications center

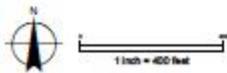
By: _____
Director of Communications

Attest: _____

Exhibit A



Source: USGS 2005 Aerial Image



Fox River Grove Water Tower Location



GEWALT HAMILTON
ASSOCIATES, INC.
Project: 005.401
Map Code: 25108u11
DATE: 10/14/2009