

**RESOLUTION AUTHORIZING THE EXECUTION OF
NORTHWEST CENTRAL 911 SYSTEM LICENSE AGREEMENT**

WHEREAS, the Village of Barrington Hills, an Illinois municipal corporation (the “Village”) and Northwest Central 911 System, an Illinois intergovernmental cooperative (“NWCD”) desire to enter into a license agreement (“License”) (a copy of the License Agreement is attached hereto as Exhibit A), for NWCD to occupy 33.33% of area of an telecommunications equipment shelter located on the property of the Village Hall and which is under the Village’s control (the “Licensed Space”), for purposes of installing, maintaining, securing and operating cellular common carrier mobile radio telephone base station equipment (“Base Station Equipment”);

WHEREAS, pursuant to 65 ILCS 5/2-2-12, the Village may enter into contracts; and

WHEREAS, there has been the presentation and examination of the License by the Village Board of Trustees at its regularly scheduled meeting on July 23, 2012, which was scheduled to address the regular business of the Board of Trustees.

NOW, THEREFORE BE IT RESOLVED by the President and the Board of Trustees of the Village of Barrington Hills, Cook, Kane, Lake, and McHenry Counties, Illinois, as a home rule municipality the following:

Section One. The Village President is hereby authorized to execute the License for NWCD to occupy the Licensed Space with the Base Station Equipment, substantially on the terms set forth in the copy attached hereto and made a part hereof as Exhibit A with such modifications as may be deemed necessary or desirable by the Village President and the Village Attorney.

Section Two. If any part or provision of this Resolution shall be held or deemed to be invalid, such invalidity shall not have the affect of rendering another part or provision of this Resolution invalid.

Section Three. This Resolution shall be in full force and affect from and after its passage and approval as provided by law.

APPROVED THIS _____ day of _____, 2012.

AYES: _____; NAYS: _____; ABSENT: _____.

Village President

ATTEST:

Village Clerk

EXHIBIT A

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License Agreement") is made this ___ day of _____, 2012 (the "Effective Date") by and between the VILLAGE OF BARRINGTON HILLS, an Illinois municipal corporation, ("Licensor") and NORTHWEST CENTRAL 911 SYSTEM, an Illinois intergovernmental cooperative ("Licensee").

RECITALS

WHEREAS, Licensor is a party to a Lease Agreement dated August 27, 1996 (the "Lease") between Licensor as "Landlord" and United States Cellular Operating Company of Chicago, LLC ("US Cellular"), a Delaware limited liability company, as successor-in-interest to Primeco Personal Communications, L.P., as "Tenant", as amended by that certain Amendment Number One dated as of December 10, 2010 ("First Amendment") for the lease of that certain real property (the "Leased Premises") sufficient for the construction of a lattice-style telecommunications tower (the "Tower"), not to exceed one hundred eighty (180') feet in height, and of sufficient strength to support not less than three users as well as an equipment building (the "Equipment Shelter") containing approximately four hundred eighty (480) square feet divided into three equal portions.

WHEREAS, pursuant to the First Amendment US Cellular granted Licensor a license to occupy space on the Tower for certain items of equipment associated with "Project Gold Shield", which is a network of mobile and fixed video surveillance and associated equipment used for governmental purposes and to access the Tower and the Leased Premises for the purpose of installing, maintaining, securing and repairing said equipment as well as utilizing any and all easement rights of Tenant per the Lease and to occupy and utilize 33.33% of the Equipment Shelter for purposes of installing, maintaining, securing and operating equipment in connection with Project Gold Shield; and

WHEREAS, Licensor is no longer utilizing the Tower and its portion of the Equipment Shelter for Project Gold Shield; and

WHEREAS, Licensee and US Cellular have entered into Tower Space License Agreement dated _____, 2012 ("Tower License") granting Licensee a license to place on the Tower Licensee's antennas, cabling and ancillary equipment for Licensee's public safety radio telephone base station; and

WHEREAS, Licensee desires to obtain a license from Licensor to use the 33.33% area of the Equipment Shelter under Licensor's control (the "Licensed Space"), for purposes of installing, maintaining, securing and operating cellular common carrier mobile radio telephone base station equipment pursuant to the terms and conditions of this License Agreement; and

WHEREAS, Licensor desires to grant Licensee a license to use the Licensed Space, pursuant to the terms and conditions of this License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License. Licensors hereby grants to Licensee a license to use the Licensed Space during the License Term (as defined below) for the purpose of installing, maintaining, securing and operating cellular common carrier mobile radio telephone base station equipment (“Base Station Equipment”) and no other use unless agreed to in writing by Licensors (“Permitted Use”). Licensee agrees, for itself and its contractors, agents, managers, members, officers, directors, employees or invitees to comply with all reasonable rules and regulations that Licensors may from time to time make concerning the use of the Licensed Space.

2. Compliance with Laws. All activities conducted by Licensee under this grant shall be exercised and conducted in all respects in strict conformity and compliance with all applicable laws, statutes, ordinances, orders, rules and regulations of all governmental authorities having jurisdiction over the Property.

3. License Term. The license herein granted shall commence on the “Commencement Date” as such term is defined in Section 3 of the Tower License and shall be coterminous with the duration of the license under the Tower License (the “License Term”). Upon the expiration of the License Term, Licensee shall immediately cease all activities in the Licensed Space, remove all of Licensee's Base Station Equipment at Licensee's sole cost and expense, surrender the Licensed Space in a broom-clean condition, free of debris and in the same condition as the Licensed Space was on the Effective Date, repair any damage to the Licensed Space caused by the installation or removal of Licensee's Base Station Equipment. If Licensee fails to: (i) remove all property placed in the Licensed Space, and (ii) repair all damage caused by such removal by the expiration of the License Term, Licensors shall have the right, at Licensee’s expense, to remove and dispose of all property and repair any such damage in the Licensed Space without further notice and without liability to Licensee.

4. Condition of Licensed Space. Licensee acknowledges that the Licensed Space are in good order, repair and satisfactory condition and that no representations as to the condition or repair thereof have been made by Licensors, or Licensors’ officers, employees or agents, prior to or at the execution of this Agreement. **LICENSEE HEREBY ACCEPTS THE CONDITION OF THE LICENSED SPACE “AS IS” IN THEIR EXISTING CONDITION AND BY RETAINING POSSESSION OF THE LICENSED SPACE CONCLUSIVELY WAIVES ALL CLAIMS RELATING TO THE CONDITION OF THE LICENSED SPACE AND ACCEPTS THE LICENSED SPACE AS BEING FREE FROM DEFECTS AND IN GOOD AND CLEAN ORDER, CONDITION AND REPAIR.**

5. Indemnification and Release. At its sole risk, Licensee, for itself and any party claiming by, through or under it, hereby releases Licensors, its officials and employees to the extent permitted by law, from and against any and all claims or demands for loss, liability, expense, cost or damage (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs that may arise from entry upon or the use of, the Licensed Space, by Licensee or any party claiming by, through or under Licensee. Licensee hereby agrees to indemnify, defend and hold Licensors, its officials and employees harmless from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense whatsoever (including, without limitation, reasonable attorneys' fees and litigation costs) in any manner arising out of, connected with or incidental to Licensee's entry upon or use or occupancy of the Licensed Space, any activity, act or omission by Licensee or anyone claiming by, through or under Licensee, or any breach of this License Agreement by Licensee, including claims for mechanics liens. This indemnity shall survive the termination or expiration

Section 20 of the Tower License, this License Agreement shall automatically terminate effective as of the effective date of termination under the Tower License.

12. Miscellaneous.

(a) The captions of this License Agreement are for convenient reference only and shall not control, affect, define, limit or expand the meaning or construction of any paragraph or subparagraph of this License Agreement.

(b) This License Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(c) Licensee shall pay Licensor all costs, expenses and reasonable attorneys' fees incurred with respect to the enforcement of this License Agreement.

(d) This License Agreement embodies the entire agreement of the parties concerning the matters described herein. There are no promises, terms, conditions, or obligations concerning the matters described herein other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

(e) This License Agreement cannot be changed orally or by course of conduct. Any change shall be memorialized in a writing signed by Licensor and Licensee.

(f) To facilitate execution, this License Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. A fully executed facsimile or e-mail copy of this License Agreement shall be effective as an original.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first written above.

LICENSEE:

LICENSOR:

Northwest Central 9-1-1 Systems,

Village of Barrington Hills, an Illinois
municipal corporation

By: _____

By: _____

Name: Cindy Barbera-Brelle

Name: Robert G. Abboud

Its: Executive Director

Its: President

Exhibit A

Depiction of Licensed Premises

(See Attached)