

RESOLUTION NO 13-

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN AGENCY AGREEMENT WITH THE COOK COUNTY ASSESSOR**

WHEREAS, the Village of Barrington Hills (the “Village) and James M. Houlihan, Assessor of the County of Cook (“Cook County Assessor”) are desirous of entering into an Agency Agreement for the Provision of Access to Information (“Agency Agreement”) pursuant to which the Cook County Assessor will grant the Village access to its file of assessment data and several of its computerized databases containing property images, aerial photos and geographic information system data, from time to time; and

WHEREAS, the Village and the Cook County Assessor are authorized to enter into the Agency Agreement pursuant to 65 ILCS 5/1-4-6 and 5/11-1-2.1, and by the power granted to them by Article VII, Section 10 of the Constitution of the State of Illinois, 1970: and

WHEREAS, there has been the presentation and examination of the terms and provisions of the Agency Agreement between the Village and the Cook County Assessor to the Village Board of Trustees on January 28, 2013 , as well as discussions with the Village Attorney,

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 Agency Agreement, substantially on the terms set forth in the copy attached hereto 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 effect from and after its passage and approval as provided by law.

APPROVED THIS _____ DAY OF _____, 2013

AYES: _____; NAYS: _____; ABSENT: _____

ATTEST

Village Clerk

Village President

President
ROBERT G. ABOUD

Trustees
FRITZ GOHL, Pro-Tem
ELAINE M. RAMESH
JOSEPH S. MESSER
KAREN S. SELMAN
PATTY MERONI
HAROLD GIANOPULOS

DOLORES G. TRANDEL, Village Clerk



112 ALGONQUIN ROAD
BARRINGTON HILLS, ILLINOIS 60010-5199
www.barringtonhills-il.gov

TELEPHONE
(847) 551-3000

FACSIMILE
(847) 551-3050

January 28, 2013

Cook County Assessor's Office
Attn: Mr. Dominic Spalla
118 North Clark Street
Room 301
Chicago, Illinois 60602

Re: Request for GIS Data

Dear Mr. Spalla:

The Village of Barrington Hills hereby requests access to the GIS data prepared and/or maintained by the Cook County Assessor.

The Village intends to use the data for a base for emergency dispatch mapping and various administrative maps, including zoning and utility maps.

We have attached herewith a copy of the requested resolution, Agency Agreement, and Agency / Consultant letters.

Please feel free to contact me with any questions. Technical questions may also be directed to Mr. Patrick Glenn with Gewalt Hamilton Associates, Inc. at 847.478.9700. Thank you.

Sincerely,
Village of Barrington Hills

Robert Kosin
Village Administrator

President
ROBERT G. ABOUD

Trustees
FRITZ GOHL, Pro-Tem
ELAINE M. RAMESH
JOSEPH S. MESSER
KAREN S. SELMAN
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January 28, 2013

Cook County Assessor's Office
Attn: Chief Legal Counsel
118 North Clark Street
Room 312
Chicago, Illinois 60602

Re: Agency Letter

Inter-Agency Agreement between the Cook County Assessor's Office and The Village of Barrington Hills ("Agency"), dated January 28, 2013

Dear Chief Legal Counsel:

This letter concerns the agreement listed above ("Agreement") and is a request that either the Cook County Assessor's Office send Assessor Data (as that term is defined in the Agreement) directly to Gewalt Hamilton Associates, Inc. ("Consultant") or that Agency be allowed to forward Assessor Data to Consultant directly or through one of its agents.

Agency hereby authorizes Consultant to act for Agency and in Agency's name with respect to those certain Exhibits attached to the Agreement, including, but not limited to, the completion and execution of such Exhibits. Agency will at all times remain liable under the Agreement and any Exhibits, including, but not limited to, any Exhibits completed and executed by Agency and/or Consultant, subject to the terms of the Agreement.

This letter is being written to induce the Cook County Assessor's Office to deliver Assessor Data to Consultant or to grant permission that Agency be allowed to forward Assessor Data to Consultant.

Sincerely,

Robert Kosin
Director of Administration

✓ 850 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701

820 Lakeside Drive, Suite 5, Gurnee, IL 60031
TEL 847.855.1100 ■ FAX 847.855.1115

www.gha-engineers.com

01/28/2013

Cook County Assessor's Office
Attn: Chief Legal Counsel
118 North Clark Street
Room 312
Chicago, Illinois 60602

Re: Consultant Letter
Inter-Agency Agreement between the Cook County Assessor's
Office and The Village of Barrington Hills ("Agency"),
dated 01/28/2013

Dear Chief Legal Counsel:

This letter concerns the agreement listed above (the "Agreement") and is an acknowledgement by Gewalt Hamilton Associates, Inc. ("Consultant") of its obligations under the Agreement.

Consultant has received and reviewed the Agreement, pursuant to which the Cook County Assessor's Office has agreed to provide certain data to Agency. Consultant wishes to receive such data on behalf of Agency as agent for Agency and agrees at all times to act in accordance with the Agreement, including, but not limited to, the data request procedures described in the Exhibits to the Agreement. Without affecting the liability of Agency under the Agreement, Consultant agrees to indemnify the Cook County Assessor's Office for breaches by Consultant of the Agreement as if Consultant were an original party to the Agreement (replacing the word Agency with Consultant), all in accordance with Section 8 of the Agreement.

This letter is being given by Consultant to induce the Cook County Assessor's Office to deliver to Consultant such data or to have such data forwarded to Consultant.

Sincerely,
Gewalt Hamilton Associates, Inc.



Patrick J. Glenn, P.E.
GIS Manager

**AGREEMENT
FOR ACCESS TO GEOGRAPHIC INFORMATION SYSTEM**

This AGREEMENT is entered into as of the 28th day of January, 2013, by and between The Village of Barrington Hills (“Agency”) and the Cook County Assessor’s Office (the “CCAO”).

WITNESSETH:

WHEREAS, the CCAO has developed a Geographic Information System (the “GIS”) consisting of cadastral data, planimetric data, assessment data, property images, digital orthophotography (aerial photos) and other data (collectively, such images, photos and data, “Assessor Data”);

WHEREAS, portions of the GIS, and the related data dictionary, are copyrighted materials of the CCAO and/or Cook County of the State of Illinois (“Cook County”);

WHEREAS, some of the Assessor Data in the GIS is only available to the public and to commercial users for a fee, as permitted by law;

WHEREAS, Agency has requested access to and license to use the GIS for use in performing its official functions (as set forth below);

WHEREAS, the CCAO in the spirit of cooperation desires to make the GIS available, efficiently and without charge, to Agency for use in performing its official functions; and

WHEREAS, Agency acknowledges and agrees that access to the GIS and/or Assessor Data is conditioned upon the agreement that access is provided as set forth in this Agreement solely for use in performing the official functions of the Agency, and that any other use, alteration, sale, dissemination, lease or transfer of the GIS and/or Assessor Data by Agency, or by any employee or agent of same, without written consent of the CCAO is strictly prohibited, and shall be deemed to warrant immediate termination of this Agreement, as well as entitle the CCAO to pursue any other remedies to which it is entitled.

NOW, THEREFORE, in consideration of the mutual promises and covenants and the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

SECTION 2. STATEMENT OF OFFICIAL PURPOSES; RESTRICTIONS ON USE.

For purposes of this Agreement, Agency represents and warrants as its official purpose for access to the GIS and Assessor Data as stated in Exhibit A and incorporated herein. Agency agrees that access to the

GIS and/or Assessor Data is conditioned upon and provided as set forth in this Agreement solely for its use in performing its official purposes (as described in Exhibit A). Any other use of the GIS or Assessor Data, without express written consent of the CCAO, is strictly prohibited, including the display, sale, transfer, lease, dissemination or lease of the GIS or Assessor Data in any location or manner in its current form, derivative or altered form, or otherwise. Any such prohibited use shall be deemed to be a breach which warrants immediate termination of this Agreement. This Section shall survive the termination of this Agreement.

SECTION 3. INFORMATION PROVIDED.

The CCAO agrees to provide Agency access to the GIS and Assessor Data only upon the conditions and based upon the representations and warranties set forth in this Agreement. In order to obtain specific Assessor Data, Agency must request Assessor Data by filing the attached exhibits with the Department of Automation of the CCAO (each such request, an "Information Request"). Each Information Request is subject to approval of the CCAO.

SECTION 4. LIMITED LICENSE TO USE.

Subject to the provisions of this Agreement, the CCAO hereby grants to Agency a non-exclusive, non-transferable license to use the Assessor Data only as specifically provided for in this Agreement. Agency acknowledges that the title, copyright and all other rights to the GIS and Assessor Data remain with the CCAO and/or Cook County. Neither Agency nor any other authorized user shall have any right, title or interest in the GIS or Assessor Data except as expressly described herein. The CCAO reserves the right to withdraw from the GIS and/or Assessor Data any item or part of an item for which it no longer retains ownership rights or which it has reasonable grounds to believe infringes copyright or is unlawful or otherwise objectionable.

SECTION 5. TERM AND EXTENSION.

This Agreement is for one year, effective from the date of execution. It will be extended annually for terms of one year each, unless, at least 30 days prior to the expiration of any term, either party notifies the other in writing of its intent not to renew the Agreement.

SECTION 6. DISCLAIMER OF WARRANTIES.

The GIS and the Assessor Data is provided "as is" without any warranty or representation whatsoever, including any representation as to accuracy, timeliness, completeness, infringement of rights of privacy, copyright or trademark rights or disclosure of confidential information. All burdens, including any burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use, rests solely on Agency and/or the requester. The CCAO and Cook County make no warranties, express or implied, as to the use of the GIS. There are no implied warranties of merchantability or fitness for a particular purpose. There is no warranty to update any of the information provided hereunder. THE CCAO AND COOK COUNTY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) RELATING TO THE GIS AND/OR ASSESSOR DATA, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE. Agency acknowledges and accepts the limitations of the GIS and the Assessor Data, including the fact that the GIS and Assessor Data are dynamic and are in a constant state of maintenance, correction and update.

SECTION 7. LIMITATION OF LIABILITY.

AGENCY EXPRESSLY AGREES THAT NO MEMBER, OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE CCAO OR COOK COUNTY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, SHALL BE LIABLE, WHETHER INDIVIDUALLY OR PERSONALLY OR OTHERWISE, TO AGENCY OR ANY OTHER PERSON OR ENTITY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, FOR ANY LOSS OR CLAIM, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL DATA OR IN THE EVENT OF ANY DEFAULT OR BREACH BY THE CCAO UNDER THIS AGREEMENT OR ANY INACCURACY OF THE GIS OR ASSESSOR DATA, IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OR INABILITY TO USE THE GIS AND/OR ANY ASSESSOR DATA.

SECTION 8. AGENCY INDEMNIFICATION.

Agency agrees to hold harmless and indemnify the CCAO and Cook County, its commissioners, officers, agents, employees, representatives and affiliates, and their respective heirs, successors and assigns, from and against, and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit, claim, action or proceeding brought by any third party against the CCAO, Cook County or any commissioner, officer, agent, employee, representative or affiliate of the CCAO or Cook County arising out of or incident to the performance or nonperformance of this Agreement by CCAO, Cook County, Agency or any other entity. To the extent that the CCAO or Cook County incurs administrative expenses including attorneys' fees during Agency's defense of any claim, Agency shall reimburse the CCAO or Cook County, as appropriate, for all such expenses. The provisions of this Section shall survive the termination of this Agreement.

SECTION 9. APPLICABLE LAW.

This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Illinois, excluding any such laws that might direct the application of the laws of another jurisdiction. Venue shall be in a court of competent jurisdiction located within the County of Cook, Illinois. The CCAO and Agency each acknowledge the existence of state and other applicable law defining the duties and responsibilities of each party regarding real estate taxation and other governmental functions. No part of this Agreement has the effect of or is intended to impact any applicable legal duty of either party under existing law, especially the Illinois Property Tax Code, 35 ILCS 200/1 et seq. Both parties remain responsible under applicable law for performing all stated duties and responsibilities.

SECTION 10. CONFIDENTIALITY.

Agency acknowledges and agrees that information regarding this Agreement, and portions of the GIS and Assessor Data and other information disclosed hereunder, is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Agency in any way, whether during the term of this Agreement or any time thereafter, except solely in accordance with the official purposes set forth above. All such Assessor Data and the GIS shall be treated in confidential manner, except as otherwise expressly stated in a written document.

SECTION 11. MISCELLANEOUS.

- (a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, in relation to the matters dealt with herein. There are no representations, warranties, collateral agreements or conditions to this Agreement, except as expressly stated in this Agreement.
- (b) The section headings are for reference and information purposes only, and shall not affect in any way the meaning or interpretation of this Agreement. References to singular shall include the plural and to plural shall include the singular. References to a person shall include a corporate or government body. Words such as "including" and similar expressions shall not be read as words of limitation.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives as of the date first written above.

**COOK COUNTY
ASSESSOR'S OFFICE**

Chief Deputy Assessor
Cook County Assessor's Office

Signature:
Robert Kosin

Print Name
Title: **Village Administrator**
Agency Name: **Village of**
Barrington Hills

Telephone Number: **847-551-3000**

Exhibit A: Statement of Official Purpose

Exhibit B: Assessment Data

The **Village of Barrington Hills** (“Agency”) hereby requests access to **assessment data** in accordance with the Agreement, dated **1/28/2013**, between Agency and the Cook County Assessor’s Office (the “**CCAO**”).

The CCAO has developed a file of assessment data, which is maintained on the Cook County Mainframe. The CCAO will make the file of assessment data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agreement. A data dictionary is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Tax Codes: _____

Municipality: **Barrington Hills** _____

Permanent Index Number range: Attach additional sheet if necessary

Township: _____

Requested by

Name: **Robert Kosin** _____

Signature: _____

Date: **1/28/2013** _____

Exhibit C: Property Images

The Village of Barrington Hills (“Agency”) hereby requests access to **property images** in accordance with the Agreement, dated 1/28/2013, between Agency and the Cook County Assessor’s Office (the “CCAO”).

The CCAO has developed a computerized database of property images. The CCAO will make this computerized database of property images available to Agency in JPEG format, subject to the terms and restrictions and limitations as set forth in the Agreement. In addition to the property images, the CCAO will provide a file containing Permanent Index Number(s), property image capture date, and a list of Permanent Index Number(s) that have no property image assigned. A data dictionary is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

- Permanent Index Number range: Attach additional sheet if necessary

- Municipality: Barrington Hills
- Year 1998 Photos
- Year 2007 Photos

Requested by

Name: Robert Kosin

Signature: _____

Date: 1/28/2013

Exhibit D: Digital Orthophotography (Aerial Photos)

The Village of Barrington Hills (“Agency”) hereby requests access to digital orthophotography (aerial photos) in accordance with the Agreement, dated 1/28/2013, between Agency and the Cook County Assessor’s Office (the “CCAO”).

The CCAO has developed a computerized database of digital orthophotography (aerial photos). The computerized database of digital orthophotography for Cook County contains 4,486 tiles. The CCAO will make the computerized database of digital orthophotography available to Agency, subject to the terms and restrictions and limitations as set forth in the Agreement. The digital orthophotography will be provided in .tif or .sid format. In addition to the digital orthophotography, the CCAO will provide a shapefile containing an index of all the tiles for Cook County. Metadata is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Municipality: _____

Township: Barrington and Palatine

Year 1998 Photos

Year 2003 Photos

Requested by

Name: Robert Kosin

Signature: _____

Date: 1/28/2013

Exhibit E: Planimetric data

The Village of Barrington Hills ("Agency") hereby requests access to **planimetric data** in accordance with the Agreement, dated 1/28/2013, between Agency and the Cook County Assessor's Office (the "CCAO").

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database consists of both planimetric data and cadastral data. The CCAO will make the computerized database of planimetric data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agreement. The planimetric data is maintained using ESRI's ArcGIS software and is in a geodatabase format specific to ESRI's product line. Metadata is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Permanent Index Number range: Attach additional sheet if necessary

Municipality: _____

Township: Barrington and Palatine

Requested by

Name: Robert Kosin

Signature: _____

Date: 1/28/2013

Exhibit F: Cadastral data

The Village of Barrington Hills (“Agency”) hereby requests access to **cadastral data** in accordance with the Agreement, dated **1/28/2013**, between Agency and the Cook County Assessor’s Office (the “**CCAO**”).

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database consists of both planimetric data and cadastral data. The CCAO will make the computerized database of cadastral data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement. The cadastral data is maintained using ESRI’s ArcGIS software and is in a geodatabase format specific to ESRI’s product line. Metadata is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Permanent Index Number range: Attach additional sheet if necessary

Municipality: _____

Township: **Barrington and Palatine**

Requested by
Name: **Robert Kosin**
Signature: _____
Date: **1/28/2013**

Exhibit G: Digital Terrain data

The Village of Barrington Hills (“Agency”) hereby requests access to **digital terrain data** in accordance with the Agreement, dated 1/28/2013, between Agency and the Cook County Assessor’s Office (the “**CCAO**”).

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database includes digital terrain data. The CCAO will make the computerized database of digital terrain data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Municipality: _____

Township: Barrington and Palatine

Requested by

Name: Robert Kosin

Signature: _____

Date: 1/28/2013

Exhibit H: Lidar data

The Village of Barrington Hills (“Agency”) hereby requests access to **lidar data** in accordance with the Agreement, dated 1/28/2013, between Agency and the Cook County Assessor’s Office (the “**CCAO**”).

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database includes lidar data. The CCAO will make the computerized database of digital terrain data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Municipality: _____

Township: Barrington & Palatine

Requested by

Name: Robert Kosin

Signature: _____

Date: 1/28/2013

Exhibit I: Oblique Aerial Imagery

The Village of Barrington Hills (“Agency”) hereby requests access to **oblique aerial imagery** in accordance with the Agreement, dated 1/28/2013, between Agency and the Cook County Assessor’s Office (the “CCAO”).

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database includes Oblique Aerial Imagery data. The CCAO will make the computerized database of Oblique Aerial Imagery data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Municipality: _____

Township: Barrington and Palatine

Requested by

Name: Robert Kosin

Signature: _____

Date: 1/28/2013