

RESOLUTION NO. 2008-20

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING A FIVE YEAR AGREEMENT WITH THE VILLAGE OF MOUNT PLEASANT TO MOUNT SAFETY DEVICE ON IVES GROVE TOWER

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that a five year agreement with the Village of Mount Pleasant for the use of space on the Ives Grove Tower for a public safety devise as set forth in Exhibit "A" which is attached hereto and incorporated herein is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive and/or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading \_\_\_\_\_

FINANCE AND HUMAN RESOURCES COMMITTEE

2nd Reading \_\_\_\_\_

BOARD ACTION

\_\_\_\_\_  
Peter L. Hansen, Chairman

Adopted \_\_\_\_\_

For \_\_\_\_\_

Against \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Karen A. Nelson, Vice-Chairman

VOTE REQUIRED: 2/3's M.E.

\_\_\_\_\_  
Thomas Pringle, Secretary

Prepared by:  
Corporation Counsel

\_\_\_\_\_  
John A. Wisch

\_\_\_\_\_  
Q. A. Shakoor, II

\_\_\_\_\_  
Van H. Wanggaard

\_\_\_\_\_  
Pamela Zenner-Richards

INFORMATION ONLY

WHEREAS, the Information Systems Director has negotiated a five-year agreement with the Village of Mount Pleasant for the use of space on the Ives Grove Tower in order to mount wireless public safety hardware; and

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6 **WHEREAS**, there is no revenue related to this agreement. After five years, the  
7 agreement may be renewed.

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## TOWER ACCESS AGREEMENT

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between Racine County, 730 Wisconsin Avenue, Racine, WI 53403, (hereinafter referred to as "County") and the Village of Mt Pleasant, 6126 Durand Ave Racine WI 53406 (hereinafter referred to as "Village").

The County is the owner of a building and tower from which Village desires to mount an antenna and operate networking equipment for their public safety connection to the County network. This connection is to be made on the County tower and buildings at Ives Grove Complex located at 14200 Washington.

NOW THEREFORE, for and in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Demise of Premises. County hereby lets and demises unto and Village accepts from the County the following described "Accessed Premises" located at Ives Grove Complex located at 14200 Washington Ave.
  - a. Designated space located upon the tower for an antenna location to be mutually agreed upon between County and Village. The approximate size, shape and description of the antennas and masts are set forth in Exhibit "A" which is attached hereto and incorporated herein by reference.
  - b. Designated space located in the huts and on grounds in outdoor equipment boxes at each location.
2. Compensation. There will be no money exchange required of the Village to the County for this wireless data access. It is understood that any installation, maintenance and repair costs required due to the installation by the Village will be borne by the Village.
3. Installation. In addition to the Accessed Premises, the Village shall be allowed:
  - a. To install at mutually agreed to locations at the Ives Grove location.
  - b. The Village will work with County's Information Systems Department to identify frequency and channels that will avoid conflict or security risks to the County's internal and external wireless networking.
4. Grant of Access Rights. To effect the purposes of this access, the County hereby grants to the Village, and its authorized representatives, a non-exclusive Access

Right to enter County's Premises twenty-four (24) hours a day seven (7) days a week for the purpose of maintaining Village's equipment, provided the Village does not interfere with any County's operations and does not interfere with other Village use of County's Premises. Village shall provide County in advance a list of personnel authorized by Village to enter the Premises. County will provide the Village with an on-call list of authorized contacts for access to Premises after normal business hours.

5. Plan Approval. Village shall, at Village's expense, provide to the County for its review and approval a detailed description of Village's proposed installation, prior to the commencement of any installation
6. Use of the Accessed Premises. Village shall be entitled to non-exclusive use of the Accessed Premises to install, modify as necessary and maintain thereon a series of low powered radio signal access points together with all necessary lines, anchors, connections, devices and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy subject to the requirements of this Access Agreement. A further description of Village's proposed use of the Accessed Premises is set forth in Exhibits "A" which is attached hereto and incorporated herein. All of Village's work shall be accomplished in compliance with applicable federal, state, and local laws and regulations, County's rules, good engineering practices and shall be free from any liens. Village shall be responsible for the costs associated with the repair of any damage to any of County's building(s).
7. Term of Access. The initial term will be 5 years (the "Initial Term"), commencing on June 1, 2008 (the "Commencement Date"). The Initial Term can be reviewed for modification prior to May 31, 2013.
8. Option to Renew. Village shall have the option to renew this Access for additional terms by giving written notice to County at least sixty (60) days before the expiration of the present term.
9. Termination. Either party shall have the right to terminate this Access Agreement at any time for any reason by giving sixty (60) days written notice to the other party. Village shall pay County for any costs related to any damage to County property incurred during equipment take down.
10. Possession of Premises. Village shall not be entitled to take possession of the Accessed Premises and commence installation of Village's equipment until this Access Agreement has been executed.
11. Utilities. Village shall be entitled to connect to and receive un-metered electricity from a suitable electric service outlet at the Building, at the exclusive cost of County. Village's consumption of un-metered electricity shall be limited to the equipment installed at the Building and related to this Access Agreement.

12. Repairs. Village shall be responsible for all repairs to Village's equipment and may at its own expense replace and substitute the equipment to suit its needs consistent with the intended use of the Accessed Premises.
13. Mutual Indemnification. Village shall indemnify and hold County harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault or negligence of the Village, or in any way resulting from Village's presence upon County's lands. County shall indemnify and hold Village harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault or negligence of the County. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.
14. Insurance. Village shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of One Million Dollars (\$1,000,000.00) covering Village's work and operations upon County's lands. Village shall provide County with a Certificate of Insurance which demonstrates said coverage.
15. Interference. Village shall not use any portion of the Premises in any way that interferes with the operations of County, including but not limited to radio or microwave Interference. Such interference shall be deemed a material breach by Village, and Village shall have the responsibility to promptly cause any such interference to be eliminated. The County shall have the right to immediately discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected, except for such intermittent operation as may be necessary for the purposes of testing, after action has been taken for the purposes of correcting such interference. In the event any such interference does not cease promptly, County shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference or to terminate this Access Agreement and remove Village's equipment.
16. Removal of Village's Equipment. Village's Equipment is agreed to be Village's property and shall never be considered fixtures to the real estate. Upon the expiration or earlier termination of this Access subject to paragraph 10, Village shall remove all of its equipment from the Premises and restore Premises to its original condition, reasonable wear and tear excepted. Should Village fail to remove its equipment within thirty (30) days of the Access's expiration or termination, equipment shall become the property of County and may be disposed of at County's option.
17. Severability. If any term, condition, provision or part thereof of this Agreement is or is declared invalid, void or unenforceable, for any reason, the parties shall make a good faith attempt to renegotiate the agreement to give both parties the benefit of the original oral agreement. Unless terms are reconciled, either party shall have the

right to terminate this agreement upon sixty (60) days written notice to the other party.

18. Binding Effect. All of the covenants, conditions and provisions of this Access Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
19. Entire Agreement. This Access Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.
20. Modifications. This Access Agreement may not be modified, except in writing, by the parties' duly authorized representatives, or their successors, who executed this Access Agreement.
21. Notices. All notices provided for in this Access shall be sent by first class mail to the address of the party indicated below:

County: Racine County Clerk  
730 Wisconsin Avenue  
Racine, WI 53403

Village: Mt Pleasant  
6126 Durand Ave  
Racine, WI 53406

RACINE COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Village of Mt. Pleasant

By: \_\_\_\_\_