

**INTERGOVERNMENTAL AGREEMENT FOR THE PLACEMENT OF LICENSE
PLATE READING CAMERAS LOCATED ON COUNTY HIGHWAYS IN THE
COUNTY OF WILL**

WHEREAS, the City of Naperville is a Municipal Corporation and situated in Will County, (hereinafter referred to as “MUNICIPALITY”) under and by virtue of the Constitution and laws of the State of Illinois, and has acted in the exercise of its legal authority in the exercise of this Agreement; and

WHEREAS, the County of Will is a body corporate and politic (hereinafter referred to as the “COUNTY”); and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise 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 by ordinance; and

WHEREAS, MUNICIPALITY and the COUNTY are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

NOW THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY and MUNICIPALITY (hereinafter collectively referred to as “PARTIES”) AGREE AS FOLLOWS:

1. That the COUNTY has jurisdiction over county highways located in the MUNICIPALITY.
2. That the MUNICIPALITY is desirous to install license plate reading cameras at the location(s) indicated in EXHIBIT A of THIS AGREEMENT.
3. That EXHIBIT A of THIS AGREEMENT may be amended to add or delete locations for license plate reading cameras. Such additions or deletions shall be considered upon written request from the MUNICIPALITY to the COUNTY’s County Engineer, and upon approval of said request by the COUNTY’s County Engineer, EXHIBIT A shall be revised to add or delete the subject intersection.
4. All PARTIES agree that the license plate reading cameras shall be installed by MUNICIPALITY under permit with the COUNTY.
5. That THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY’s County Engineer, to maintain operate,

improve, manage, construct, reconstruct, repair, widen or expand County Highways as best determined by the COUNTY and as provided by law.

6. The MUNICIPALITY agrees to promptly remove, or cause to be removed, at no expense to the COUNTY, the license plate reading cameras upon receipt of written notification from the COUNTY's County Engineer, at any time and for any reason, that its permit is revoked.
7. The MUNICIPALITY agrees to indemnify, defend and hold harmless the COUNTY, its elected and appointed officials, agents, employees and representatives, and the COUNTY's Division of Transportation, its duly appointed officials, agents, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgements and demands (collectively referred to as "claims") arising from and relating to the use and/or placement of the license plate reading cameras at the location(s), including but not limited to misuse or improper sharing of private or personal information, constitutional challenge or personal injury. The MUNICIPALITY further agrees to pay all damages, judgements, settlements, costs and expenses incurred by the COUNTY, including all reasonable attorney's fees and court costs, in connection with or resulting from such claims against the COUNTY.

Nothing contained in this paragraph 7 shall be construed as prohibiting the COUNTY, its elected and appointed officials, agents, employees and representatives, from defending through the selection and use of its own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph, is to be appointed a Special Assistant State's Attorney. The COUNTY's participation in its defense shall not remove MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

8. 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 MUNICIPALITY (including its elected officials, duly appointed officials, officers, employees and agents) as an agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever.
9. 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 provisions 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.

10. That THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute THIS AGREEMENT affix their signatures.
11. This document shall be the final embodiment of THIS AGREEMENT by and between the COUNTY and MUNICIPALITY. No oral changes or modifications for THIS AGREEMENT shall be permitted or allowed. Changes or modification to THIS AGREEMENT shall be made only in writing and upon the necessary and proper signature of the COUNTY and MUNICIPALITY.
12. In the event that a court of competent jurisdiction shall hold any provisions of THIS AGREEMENT invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.
13. THIS AGREEMENT shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
14. Venue for enforcement of this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
15. Except for data shared and or/retained on a case by case basis for legitimate law enforcement purposes only, the MUNICIPALITY shall not share or transfer data collected from license plate reading cameras placed on or within COUNTY highways or rights-of-way with any federal, state, local, or private entity for purposes of creating or adding to a vehicle location service or database.
16. The MUNICIPALITY shall, apply to the Illinois State Archives Records Management Section to establish a specific records retention plan for all records generated by or maintained pursuant to the operation of license plate reading cameras. No permit to place cameras in the COUNTY's highways or rights-of-way shall be issued by the County Engineer until such time as the MUNICIPALITY presents evidence of a certified plan of records retention from the Illinois State Archives Record Retention Section.
17. Any license plate reading camera data in the possession of MUNICIPALITY and not otherwise exempt, is subject to disclosure to the general public under the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1, *et seq.* as a public record. In the event the County of Will (or any of its officers, agents, employees or officials) receives a request under FOIA for documents relating to this intergovernmental agreement or COUNTY's authorization for the MUNICIPALITY to install and operate license plate reading cameras on or within COUNTY highways or rights-of-way pursuant to this intergovernmental agreement, the MUNICIPALITY shall provide to the County of Will at no cost and within the timeframes required under FOIA, a copy of any such "public record" as required by FOIA and in compliance with the provisions of FOIA. MUNICIPALITY may identify any such records, or portions thereof, that it in good faith believes to be exempt from production, including its justification for such exemption. MUNICIPALITY shall be responsible for any costs or damages associated with defending the request for exempt treatment.

18. Any notices under this Agreement shall be sent as follows:

If to the County:

Will County Engineer
Will County Division of Transportation
16841 West Laraway Road
Joliet, IL 60433

Will County State's Attorney
Attention: Civil Division
57 N. Ottawa Street, 5th Floor
Joliet, Illinois 60432

If to MUNICIPALITY:

Naperville Police Department
Attention: Chief of Police
1350 Aurora Ave.
Naperville, IL 60540

Naperville Legal Department
Attention: City Attorney
400 S. Eagle St.
Naperville, IL 60540

19. The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

20. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

21. The term of this Agreement shall be for a period of three (3) years upon passage and approval by the Will County Board.

Dated at Naperville, Illinois this ____ day of _____, 20__.

WILL COUNTY

ATTEST

Will County Executive

Will County Clerk
(Seal)

Dated at _____, Illinois, this ____ day of _____, 20__.

OF _____

ATTEST

Mayor

City Clerk

Exhibit A

**LIST OF LICENSE PLATE READING CAMERA LCOATIONS THAT ARE APPROVED
FOR INSTALLATION AND OPERATION
(OR THOSE PREVIOUSLY APPROVED NOW BEING DELETED)**

LOCATION	EFFECTIVE DATE ADDED	EFFECTIVE DATE REMOVED	PERMIT NUMBER
East side of CH 14 approx. 100 ft north of Boughton Road.	11/17/22		R-14-0013
North side of CH 66 approx. 150 ft west of Plainfield-Naperville Road (CH 14).	11/17/22		R-66-0009
License plate camera on south side of CH 89 approx. 120 ft north of Eagle Brook Ln.	1/5/24		R-89-0006
License plate camera on east side of CH 89 approx. 1250 ft south of Eagle Brook Ln.	1/5/24		R-89-0007