

FACILITY USE AGREEMENT

Silver Cross Hospital conditionally grants the County of Will permission to install the following equipment at the Silver Cross Hospital facility located at 1900 Silver Cross Blvd, New Lenox in Will County.

1. EQUIPMENT

1.1 MICROWAVE ANTENNA:

Size: 2' round
Weight: 30 lbs.
Antenna Location: Existing mount on roof of building
Coax: Utilize existing coax

1.2 MICROWAVE RADIO:

Size: Standard 19" rack mount
Equipment Location: Collocated with existing two-way radio equipment

1.3 BATTERY BACKUP SYSTEM:

Size: Standard 19" rack mount
Equipment Location: Collocated with existing two-way radio equipment

1.4 Associated grounding kits, mounting hardware, data connections, and power connections.

2. CONDITIONS

The following conditions govern this agreement.

- 2.1 The Silver Cross Hospital reserves the right to approve or disapprove the final installation of above referenced equipment.
- 2.2 The Count of Will will be responsible for the installation, operation, maintenance, and removal of the proceeding referenced equipment at its expense.
- 2.3 Should interference with existing Silver Cross Hospital systems develop due to the aforementioned equipment, the County of Will shall, upon request, remove or correct the radio equipment within five days at no cost to the Silver Cross Hospital. If interference is of substantial nature, the Silver Cross Hospital may require an immediate remedy.

- 2.4 The Silver Cross Hospital will not be liable for any interference to the aforementioned equipment arising from co-location or nearby transmitting antennas operated by the Silver Cross Hospital or third parties. Silver Cross Hospital will not be obligated to install any device, such as a band pass filter, on any transmitter output of the Silver Cross Hospital radio communications system.
- 2.5 Any telephone lines used in conjunction with the equipment must be protected with adequate surge protectors and provided by County of Will.
- 2.6 All coaxial feedlines shall, as a minimum, be grounded at the top where it joins with the antenna and at the bottom where the feedline leaves the building. Additionally, an in-line coaxial lightning protection device shall be installed and will be provided by County of Will.
- 2.7 The County of Will shall indemnify and save harmless the Silver Cross Hospital for any personal injury, property, or other damage which may arise from the above mentioned installation, maintenance, or removal. The Silver Cross Hospital will allow access to the user's equipment for maintenance on a 24-hour-a-day basis, with prior approval from Silver Cross Hospital Building Services Department, which approval will not be unreasonably withheld.
- 2.8 In the interest of providing highly reliable public safety two-way communications in Will County, the Silver Cross Hospital agrees to waive all fees applicable to the use of the building space.
- 2.9 This agreement may be terminated by either party upon one year prior written notice, unless one party is in breach of this agreement. The non-breaching party must give a 30 day notice to the other party of the breach. The breaching party has 30 days to cure the breach. If the breach is not cured, then the non-breaching party can terminate this agreement in 30 days.
- 2.10 In the event the County of Will fails to repair or discontinue the use of the interfering equipment upon notice by the Silver Cross Hospital, or in the event such equipment is not removed within thirty days after termination of this agreement, the Silver Cross Hospital is hereby authorized to order the removal and storage of said equipment on behalf of the County of Will. The costs incurred and the risk of loss for said equipment removal and storage shall be that of the County of Will and no claims shall be made against the Silver Cross Hospital.

2.11 The County of Will shall: a) assume all risk of loss for the equipment described herein while said equipment is on property owned or controlled by the Silver Cross Hospital; and b) maintain sufficient reserves of insurance to cover the duties, obligations, and potential liabilities assumed under the terms of this agreement.

2.12 The Silver Cross Hospital agrees to provide, at no cost to the County of Will, the necessary electrical service required to operate all radio equipment.

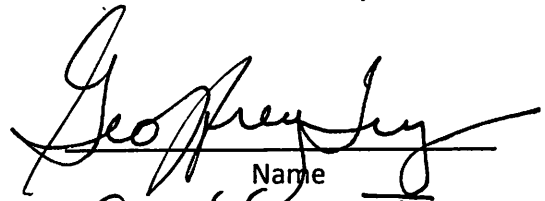
County of Will

Name

Title

Date

Silver Cross Hospital



Name

Vice President

Title

2/21/19

Date