

**FINANCE DEPARTMENT
INFORMATION SERVICES DIVISION
M E M O R A N D U M**

TO: Bruce K. Walden, Chief Administrative Officer

FROM: Ronald Eldridge, Comptroller

DATE: November 10, 2003

RE: Ordinance Approving and Authorizing the Execution of an Agreement With Champaign County For Joint Optical Fiber Installation and Maintenance

Background

The City of Urbana has a need for high-speed connectivity from the City Building to the Public Works Garage. Champaign County has a need for high-speed connectivity from the Courthouse to Brookens. This summer Urbana began a street lighting project. By adding the fiber route to the street lighting project an economical solution to the County and Urbana's connectivity issues could be found.

The attached agreement will allow both the City and County to create a fiber backbone running from the Court House to the City Building to Urbana Public Works to Brookens. This provides the county with the access they desire and provides Urbana with connectivity not only between the two City buildings but allows us high speed access to county functions, METCAD and future GIS applications, at a cost lower than if either entity was to pay for this connectivity on their own.

Fiscal Impact

The immediate out of pocket costs to Urbana will be approximately \$57,000. However, this one-time cost will be offset by City of Champaign reimbursements of \$5,600 for a portion of the fiber and splice costs to be determined later. We will eliminate existing communication lines saving \$4,200 a year and eliminate the need to add capacity in the future. There will be an expected savings in future equipment purchases, maintenance and elimination of the need to add capacity in the future.

It would cost in excess of \$140,000 for the City of Urbana to connect by fiber to all the included facilities without this agreement.

Recommendation

Staff recommends that the City Council approve the attached ordinance that will authorize the City to execute an Agreement With Champaign County For Joint Optical Fiber Installation and Maintenance.

ORDINANCE NO. 2003-11-130

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH CHAMPAIGN COUNTY, ENTITLED,
“AN AGREEMENT BETWEEN CITY OF URBANA AND CHAMPAIGN COUNTY
RESPECTING JOINT OPTICAL FIBER INSTALLATION AND MAINTENANCE”

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Council hereby approves the City entering into an agreement with Champaign County, entitled “AN AGREEMENT BETWEEN CITY OF URBANA AND CHAMPAIGN COUNTY RESPECTING JOINT OPTICAL FIBER INSTALLATION AND MAINTENANCE” (hereafter, “Agreement”).

Section 2. That the Mayor is hereby authorized to execute and deliver such an Agreement on behalf of the City. The agreement shall be in substantially the form of the Agreement which is before this Council, a copy of which is attached to and incorporated into this ordinance by reference. The City Clerk is authorized to attest to the execution of the agreement.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this _____ day of _____, 2003.

Aye:
Nay:
Present:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2003.

Tod Satterthwaite, Mayor

AN AGREEMENT BETWEEN CITY OF URBANA AND CHAMPAIGN COUNTY
RESPECTING JOINT OPTICAL FIBER INSTALLATION AND MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT is made as of the date below the signature of the last entity to sign it ("effective date"), by and between the City of Urbana, Illinois, a municipal corporation ("City of Urbana"); and Champaign County, Illinois, ("County").

WITNESSETH:

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and 5 ILCS 220/1, et seq., the parties to this contract are authorized to enter into an intergovernmental agreement; and

WHEREAS, the City of Urbana and the County desire to connect certain buildings with optical fiber for the purposes of enhancing communication capabilities, with the anticipation that the City of Champaign might become a party to this agreement; and

WHEREAS, the County has approved a site plan, and the City of Urbana is proceeding with installation of the optical fiber; and

WHEREAS, the parties desire to share the costs of installation, maintenance, and operation of the fiber system; and

WHEREAS, the City of Urbana and the County recognize that there are other issues that must be addressed and governed by agreement to ensure a successful project;

NOW, THEREFORE, in consideration of the foregoing premises and the other undertakings contained in this Agreement, the City of Urbana and the County agree as follows:

Section 1. Sites to be connected.

The building sites to be connected are located in Urbana at:

Champaign County Courthouse, 101 E Main Street

City of Urbana City Building, 400 S Vine Street

City of Urbana Public Works Center, 706 S Glover Avenue

Champaign County Brookens Administrative Center, 1776 E Washington Street

Section 2. Operational and fiscal responsibility

The operational and fiscal responsibility for maintenance, repair and replacement of the optical fiber and the conduit it runs in will be allocated as follows:

FIBER CONNECTING	RESPONSIBILITY
101 E Main Street to 400 S Vine Street	County
400 S Vine Street to 706 S Glover Street	Urbana
706 S Glover Avenue to 1776 E Washington Street	County

Section 3. Ownership.

The ownership of the fiber is as follows:

12 strands County

24 strands Urbana

Urbana will vacate 12 strands upon appropriate terms if and when the City of Champaign becomes a party to this agreement.

Section 4. Site Plan Approval:

In order to confirm each party's commitment to the proposed design, the City of Urbana and the County agree that the fiber will be installed in substantial conformance to the site plan attached hereto as Exhibit A.

Section 5. Contracting Agent.

The City of Urbana agrees to be the contracting agent and agrees to pay costs in

accordance with a design approved by the City Engineer. The City of Urbana shall ensure compliance with all applicable competitive bidding requirements.

Section 6. Reimbursement.

At completion of the project the County shall reimburse the City for costs incurred based on the allocations in Section 2 and shown in Exhibit A within 30 days following completion of the fiber installation. Installation and material costs are to be allocated to each entity based on actual measurements and unit prices as outlined in the site plan attached hereto as Exhibit A.

Section 7. Cooperation.

Each party shall designate a technical representative to address issues of maintenance, technical performance, and security of data. Each party shall take reasonable steps at the direction of the other party to address these issues, with costs of such measures to be allocated equitably between the parties per section 2. Any expenditures for such purposes shall be subject to approval of the governing body of each party.

Section 8. Security.

Each party will recognize the need for the security and integrity of the other party's fiber optic cable and associated equipment. At a minimum, the fiber optic cable installation and maintenance shall meet all security requirements of the Law Enforcement Agencies Data System (LEADS) standards.

Section 9. Compatibility of Equipment.

Equipment used for connections in the locations listed in Section 1 shall be compatible as agreed upon by the technical representatives of each entity.

a. Changes to operational parameters.

Changes to operational parameters that require new equipment purchases must be agreed upon by the technical representatives of each entity. If changes require

further appropriations by any party, they shall not occur until the governing body of that party has approved the appropriation.

b. Service/Equipment upgrades.

Each party shall give the other party at least forty-five (45) days notice of any non-emergency service, upgrade, or other change of the fiber optic cable and associated equipment, and shall give the other party any information in its possession to allow the other party to evaluate the effects of the upgrade on its system, and to determine if it wishes to make any upgrades at the same time. Within that period, either party may prohibit a change if it reasonably believes the change would compromise the security or integrity of its own fiber optic connection or associated equipment.

c. Resolution of impasse.

In the event that technical representatives of each entity cannot agree upon events listed in section a and b above a third party consultant will be retained with the cost to be born equally by both parties and the decision made by the consultant will be binding on both parties.

Section 10. Response to breaks in service.

Each agency recognizes the critical nature of this connection and will respond to any break in service with the utmost urgency. Should either party fail to respond to a break in service within forty-eight (48) hours after it is made known to that party, the other party has the authority, but not the obligation, to enter upon the non-responding party's right of way to conduct repairs, at a cost to be determined by the responding party's purchasing and bidding policies and procedures, and reimbursed by the non-responding party.

a. Prior to exercising this right, the responding party shall make reasonable attempts to contact the non-responding party to ensure repairs are not duplicated.

b. Upon completion of repairs, the right of way shall be restored to a state in compliance with the non-responding party's specifications. The responding party shall give the non-responding party the option of performing site restoration, or having the responding party perform site restoration at a cost to be reimbursed by the non-responding party.

Section 11. Terminal Equipment.

Equipment at each location will allow connection sharing if either agency loses connectivity.

Section 12. Access to Right of Way and Property.

Each party hereby conveys to the other party an easement on the rights of way and other property of the conveying party for the purposes contemplated by this agreement, and to the extent reasonably necessary or appropriate for such purposes, for the duration of this Agreement. If either party chooses to abandon, sell, or vacate the right of way to be used in this Agreement, that party shall ensure continuation of the easement for the remainder of the term of this Agreement. Reasonable and timely access to fiber optic cable and equipment that is located in the buildings listed in Section 1 will not be denied.

Section 13. Legislative Amendments.

If state legislation changes the powers or responsibilities of the parties relative to this agreement, the parties shall renegotiate this Agreement in good faith.

Section 14. Action Contrary to Law.

Nothing contained herein shall require either the City of Urbana or the County to take any action that would be a violation of law, or would cause default on any obligation, contract, or debt instrument.

Section 15. Notices.

Notice hereunder shall be considered delivered when delivered personally or sent by certified mail, postage prepaid, to:

City of Urbana
Mayor
400 South Vine Street
Urbana, Illinois 61801
217-384-2456

Champaign County
County Administrators
1776 East Washington Street
Urbana, Illinois 61802
217-384-3776

A party may change its contact information by providing written notice to the other party at the above address.

Section 16. Further Approvals.

When a provision in this Agreement requires the agreement or approval of the City of Urbana or the County, such agreement or approval shall be evidenced in writing and signed by the Mayor of the City of Urbana, and the Chair of the Champaign County Board.

Section 17. Binding Agreement.

This Agreement shall be binding and inure to the benefit of the parties hereto, their successors and assigns. This Agreement may not be assigned by either party without the prior written approval of the other party.

Section 18. Term.

This agreement shall be effective for a term of 20 years and may not be cancelled during that period except by the agreement of both parties. This agreement shall be automatically renewed year to year thereafter unless either party provides written notice of termination prior to the applicable annual termination date.

Section 19. Entire Agreement.

This writing, including its attachments, constitutes the entire agreement of the parties. No representation, before or after this writing is executed, shall have any effect unless in writing and signed by the authorized representative of each party.

APPROVED:

CITY OF URBANA, ILLINOIS

CHAMPAIGN COUNTY BOARD

By: _____
Mayor

By: _____
Board Chair

Attest: _____
City Clerk

Attest: _____
County Clerk

Date: _____

Date: _____

Exhibit A

From	To	Conduit		Junction Boxes		Fiber County			Fiber City		
		County Run	City Run	County	City	Run	Slack	Total	Run	Slack	Total
		NW Elm & Vine	NE Green & Vine	390.5		Small		390.5	100	490.5	
NE Green & Vine	NW Green & Urbana	246.1		Small		246.1	100	346.1			
NW Green & Urbana	Urbana & SW High	355.2		Small		355.2	100	455.2			
Urbana & SW High	City Bldg & S High	110.1	110.1	Large		110.1	100	210.1	110.1	100	210.1
City Bldg & S High	City Building	78.8	78.8		Small	78.8		78.8	78.8	100	178.8
Urbana & SW High	NW Illinois & Urbana		181		Large				181	100	281
NW Illinois & Urbana	Illinois & NE Anderson		1028.3		Small				1028.3	100	1128.3
Illinois & NE Anderson	Illinois & NE Johnson		942		Small				942	100	1042
Illinois & NE Johnson	Illinois & NE Glover		963.5		Small				963.5	100	1063.5
Illinois & NE Glover	Glover & PW Bldg		940		Small				940	100	1040
Glover & PW Bldg	PW Bldg	58.7	58.7		Large	58.7	100	158.7	58.7	100	158.7
PW Bldg	Glover & NE Washington	432.1			Small	432.1	100	532.1			
Glover & NE Washington	Washington	803.9			Small	803.9	100	903.9			
Washington	NE Washington & Lierman	501.8			Small	501.8	100	601.8			
NE Washington & Lierman	Lierman	131.5			Small	131.5	100	231.5			
Lierman	Brookens Bldg	522.5			Small	522.5	100	622.5			
Internal Run Courthouse						584	250	834			
Internal Run Brookens						75		75			
Internal Run PW									75		75
Internal Run City Bldg									50		50
TOTAL		3631.2	4302.4			4290.2	1250	5540.2	4427.4	800	5227.4

Costs	
Conduit	\$5.31
Small Boxes	\$1,182.00
Large Boxes	\$1,387.00
Restoration	\$31.50
Optical Fiber	\$1.55
Tracer Wire	\$0.20

Optical Fiber Connections

Based on recommendations by the technical members of Champaign County and the City of Urbana the scope of connections has been reduced. We are waiting for an updated price. The original estimate of \$27,567 should be lowered significantly and the county portion will not exceed 50%.

Estimated County Portion

Conduit	3,631.2	\$19,281.67	
Small Boxes	8.0	\$9,456.00	
Large Boxes	1.0	\$1,387.00	
Restoration	9.0	\$283.50	
Optical Fiber	3,589.2	\$5,563.26	1/3 of total run
Tracer Wire	5,540.2	\$1,113.58	
Connections	not to exceed	\$13,783.50	

Total Estimated County Portion **\$50,868.51**

Estimated City Portion

Conduit	4,302.4	\$22,845.74	
Small Boxes	5.0	\$5,910.00	
Large Boxes	2.0	\$2,774.00	
Restoration	7.0	\$220.50	
Optical Fiber	7,178.4	\$11,126.52	2/3 or total run
Tracer Wire	5,227.4	\$1,050.71	
Connections	not to exceed	\$13,783.50	

Total Estimated City Portion **\$57,710.97**