

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.

PASSED by the City Council this 1st day of December, 2003.

Aye: Chynoweth, Hayes, Huth, Otto, Patt, Whelan, and Wyman\

Nay:

Present:

  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 8<sup>th</sup> day of December, 2003.

  
Tod Satterhwaite, 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.**

By January 1, 2004, the City of Urbana shall install fiber optic cable between certain buildings owned by the City of Urbana and Champaign County along its right of way between the Brookens Administrative Center at 1776 East Washington Street, Urbana,

Illinois, and the Champaign County Courthouse at 101 East Main Street, Urbana, Illinois, as shown in Exhibit A. 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

The City of Urbana shall be responsible for restoring the property surrounding this right of way to a condition acceptable to the City of Urbana.

**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

This is intended as a more specific statement of the operational responsibilities set forth in Exhibit A. To the extent the two conflict, this Section 2 shall govern.

**Section 3. Ownership.**

The ownership of the fiber is as follows:

12 strands     County

24 strands     Urbana

Urbana will vacate twelve (12) strands upon appropriate terms if and when the City of Champaign becomes a party to this agreement. In the event the City of Champaign and the City of Urbana are unable to agree upon terms for the transfer of these twelve (12)

strands by September 1, 2005, the City of Urbana shall offer to the County its option of up to six (6) additional strands at a price of \$947.22, per strand.

No party may permit any connection to the fiber optic cable by any person or entity not a party to this Agreement, except by prior written agreement of the other party or parties 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 chart attached hereto as Exhibit A and technical specifications attached hereto as Exhibit B.

**Section 5. Contracting Agent.**

The City of Urbana agrees to be the contracting agent and agrees to pay costs of installation in accordance with a design approved prior to this Agreement by the City Engineer and the engineering firm contracted by the County. The City of Urbana shall ensure compliance with all applicable competitive bidding requirements.

**Section 6. Reimbursement.**

Within thirty (30) days after the installed fiber is tested for compliance with the technical specifications stated in Exhibit B, the County shall reimburse the City a sum not to exceed \$55,000, for costs incurred based on the allocations in Section 2 and shown in 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 each party to pay 100% of the cost of such measures which occur in its area of responsibility under 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, the agreement of the technical representatives shall not be binding, and the work shall not be performed 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, subject to Section 14, 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.

**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, would be a violation of any LEADS standards, would compromise any claim of legal privilege, 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

Champaign County

Mayor

County Administrator

400 South Vine Street

1776 East Washington Street

Urbana, Illinois 61801

Urbana, Illinois 61802

217-384-2456

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 termination date.

**Section 19. Entire Agreement.**

This writing, including its attachment, 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: Tal Sattethwaite  
Mayor

By: Patricia Avery  
Board Chair

Attest: Shelly D. Clark  
City Clerk

Attest: Mark Shehler  
County Clerk

Date: 12/10/03

Date: 11/20/03





**Exhibit A**

		<b>Operating</b>	
<b>From</b>	<b>To</b>	<b>Responsibility</b>	
NW Elm & Vine	NE Green & Vine	County	
NE Green & Vine	NW Green & Urbana	County	
NW Green & Urbana	Urbana & SW High	County	
Urbana & SW High	City Bldg & S High	County	City
City Bldg & S High	City Building	County	City
Urbana & SW High	NW Illinois & Urbana		City
NW Illinois & Urbana	Illinois & NE Anderson		City
Illinois & NE Anderson	Illinois & NE Johnson		City
Illinois & NE Johnson	Illinois & NE Glover		City
Illinois & NE Glover	Glover & PW Bldg		City
Glover & PW Bldg	PW Bldg	County	City
PW Bldg	Glover & NE Washington	County	
Glover & NE Washington	Washington	County	
Washington	NE Washington & Lierman	County	
NE Washington & Lierman	Lierman	County	
Lierman	Brookens Bldg	County	
Internal Run Courthouse		County	
Internal Run Brookens		County	
Internal Run PW			City
Internal Run City Bldg			City

## **Exhibit B**

**The materials to be installed along the areas indicated in Exhibit A shall include the following:**

**Duct:** 1½ inch SCH40 HDPE or SDR 13.5 Orange Duct with 1259 pound minimum pull tape

**Tracer Wire:** 10 AWG Stranded copper

**Quazite service boxes**

**Fiber Optics lettered lids**

**36 Fibers of single mode optic cable:** loose tube, single jacket, all-Dielectric Cable

**The fiber optic cable, once installed, shall allow data to be transferred according to the following performance standards:**

**Wavelength:** 1310/1550 nm

**Maximum attenuation:** 0.4 / 0.3 dB/km

**Typical attenuation:** 0.35 / 0.20 dB/km

**CITY OF URBANA  
CONTRACT**

1. THIS AGREEMENT, made and concluded the 11 day of June 2009, between the City of Urbana (OWNER) acting by and through its Council known as the party of the first part, and All Purpose Erectors, Inc. his/her/their executors, administrators, successors or assigns, known as the part of the second part.
2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/her/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the Plans and Specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the ENGINEER under it.
3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, BID and CONTRACT Bond hereto attached, and the Bid Proposal for Urbana Fiber Project #5 in Urbana, Illinois, approved by the IS Manager [Signature], are all essential documents of this contract and a part hereof.
4. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Attest:

[Signature]  
Phyllis D. Clark



The City of Urbana

By [Signature] Mayor  
Laurel Lunt Prussing

(Seal)

(if a Corporation)

Corporate Name All Purpose Erectors, Inc.

By [Signature]  
President Maurice V. Rakers

Attest:

(if a Co-Partnership)

N/A

[Signature]  
Secretary

Partners doing Business under the firm name of

Party of the Second Part

(if an Individual)

N/A