

**FIBER OPTIC RIGHT OF ENTRY AND FIBER OPTIC CARRIER EQUIPMENT
POP SITE AGREEMENT**

THIS FIBER OPTIC RIGHT OF ENTRY AND FIBER OPTIC CARRIER EQUIPMENT POP SITE AGREEMENT (“Agreement”) is made as of the date of last signature hereto (the “Effective Date”), between Cook County (hereinafter “Cook County Government”), and Village of Homewood (Fiber Point of Presence Site hereinafter referred to as “Fiber POP Site”, (collectively the “Parties” or individually “Party”).

Fiber POP Site:
Name: Village of Homewood

Fiber POP Site location:
Name: Homewood Public Works

Address: 2020 Chestnut Rd
Homewood, IL 60430

Address: 17755 Ashland Ave
Homewood, IL 60430

Phone: (708) 798-3000

Phone: (708) 798-3000

Email: generalinfo@homewoodil.gov

Email: generalinfo@homewoodil.gov

Whereas, on January 16, 2020, the Cook County Board of Commissioners adopted a Resolution titled “Creating Digital Equity in Cook County” to address barriers to connectivity for unserved and underserved communities in Cook County; and

Whereas, Governor Pritzker launched Connect Illinois which is a \$420M initiative to expand access to reliable high-speed internet across the State. In 2020, Cook County applied for and received a Connect Illinois Broadband Grant Program award of \$1,876,580.48 for expansion of broadband infrastructure in underserved areas of Cook County;

Whereas, Cook County has committed an additional County and ARPA funding for expansion of broadband infrastructure in underserved areas of Cook County;

Whereas, Cook County, through the Office of the President and Bureau of Technology, seeks to install additional broadband fiber in Southern Cook County to provide greater access and internet speed to residents, businesses, and institutions;

Whereas, there is significant community support for the proposed Cook County Connect Illinois Broadband Project from municipalities and stakeholders in the Chicago Southland communities.

Whereas, the signatory to this Agreement consents to have fiber optic conduit and cable and associated fiber optic carrier equipment installed and serve as a Fiber POP Site for the fiber optic network being constructed to serve the needs of the Fiber POP Site and constituents in the surrounding Chicago Southland communities to connect to the fiber optic hardware installed at the Fiber POP Site.

Now, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. Placement of Fiber Optic Carrier Equipment

Fiber POP Site grants Cook County Government the non-exclusive right to install, construct, repair, operate, inspect, augment, and remove, at Cook County Government's sole option and expense, certain wires, cables, conduit, lock-boxes, and other fixtures related to fiber optic cable and its installation at the Fiber POP Site location as set forth in Exhibit A and fiber optic carrier equipment in the Fiber POP Site location as set forth in Exhibit B. Cook County Government shall retain ownership in all equipment installed by Cook County Government or its agents.

2. Scope of Access.

Fiber POP Site grants Cook County Government the right to access the Fiber POP Site location twenty-four (24) hours a day seven (7) days a week as needed to install, operate, and maintain the fiber optic carrier equipment (see Exhibit B) and the Fiber Path (see Exhibit A). Fiber POP Site shall provide Cook County Government with a Means of Access (Exhibit C). Cook County Government agrees, except in the case of emergency, which shall be in Cook County Government's sole discretion to determine, to provide Fiber POP Site twenty-four (24) hour prior notice of any proposed construction, equipment installation, maintenance, or repair activities.

3. Term.

The term of this Agreement shall remain in effect for the useful life of the Cook County Government equipment being installed.

4. Mutual Consideration.

In exchange for the right of access stated above, Cook County Government shall tender ten dollars (\$10.00) to POP Site.

5. Termination.

If Fiber POP Site terminates this Agreement for any reason other than Cook County Government's default of this Agreement, Fiber POP Site shall be responsible to Cook County Government for any relocation costs associated with the removal and reinstallation of Cook County Government's equipment. Further, Fiber POP Site shall provide continuing to allow use of Cook County Government's equipment to existing customers served from Fiber POP Site until such time as Cook County Government's equipment may be relocated, installed, and rendered operable.

6. Utilities.

Fiber POP Site hereby grants to Cook County Government the right to connect to such electrical (120V AC) services and uninterruptable power supply systems as are available at the Fiber POP Site location. Fiber POP Site shall approve all electrical wiring interconnect prior to the installation by Cook County Government and such approval shall not be unreasonably withheld. Fiber POP Site shall have no liability to Cook County Government for interruptions of electricity caused by third party vendors or any other interruptions beyond Fiber POP Site's direct control. Cook County Government may install its own uninterruptable power supply equipment to provide power

during any outage.

7. Removal of Equipment.

Cook County Government shall remove all its fiber optic carrier equipment and other Cook County Government components located at the Fiber POP Site location within ninety (90) days of termination of this Agreement. Fiber POP Site shall continue to provide access in accordance with the Means of Access procedure in Exhibit C until all Cook County Government equipment has been removed from the Fiber POP Site by the Cook County Government.

8. Damages. Neither Party shall be liable to the other for any lost profits, special, incidental, punitive, exemplary or consequential damages.

9. Default.

Should either Party default in the performance of any material provision of this Agreement and fail to correct it within sixty (60) days of having received notice specifying the nature of the default, unless the default cannot be completely cured within sixty (60) days, then the non-defaulting party may terminate this Agreement and pursue all other remedies available at law and equity.

10. Indemnification. Neither Party shall be required to indemnify, hold harmless, and defend the other from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees, in connection with any property damage or personal injury arising from or out of the installation, operation, maintenance, or removal by Cook County Government of the equipment being installed.

11. Notices. All notices under this Agreement shall be written and given by certified mail, return receipt requested, or nationally recognized overnight courier service (except for communications with Fiber POP Site's local contact, which may be by telephone or email), to the contact persons set forth below. Should contact information for either Party's contact person change, such change shall be promptly communicated to the other Party.

Cook County Government Contact Information

Contact's Name: Doug Coupland

Contact's Job Title or Position: Director of Telecommunications

Address: Cook County Bureau of Technology, 118 N. Clark St., Chicago, IL 60602

Telephone: 312-603-1498

Email: douga.coupland@cookcountyil.gov

Fiber POP Site Contact Information

Contact's Name: Rick Wachowski

Contact's Job Title or Position: IT Manager

Address: 2020 Chestnut Rd., Homewood, IL 60430

Telephone: (708) 206-3379
Email: rwachowski@homewoodil.gov

12. Destruction of the Fiber POP Site location.

If the Fiber POP Site location is destroyed, damaged, or otherwise rendered inaccessible by fire, lightning, explosion, power surge or failure, epidemic, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including strikes slowdowns, picketing or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers or any other cause not under the control of the Fiber POP Site so that the Fiber POP Site location is rendered unusable, and if Fiber POP Site fails to restore the Fiber POP Site location to a safe operational condition within thirty (30) days, this Agreement may be terminated by Cook County Government.

13. Assignment.

Cook County Government reserves the right to assign this Agreement, in whole or in part, and any of Cook County Government's rights and obligations hereunder to a third-party. Assignment shall be effective upon written notice by Cook County Government. Cook County Government's obligations under this Agreement may be conducted by agents authorized to operate the fiber network. This Agreement shall bind and benefit the Parties and their respective successors and assigns.

14. Covenants.

14.1 Cook County Government shall:

- A)** Ensure the fiber-optic infrastructure does not interfere with any of Fiber POP Site's communications equipment, or that of any other users, on or in the Fiber POP Site location;
- B)** Not alter, disrupt or modify existing drainage patterns and systems at the Fiber POP Site location;
- C)** Not perform any construction or any physical modifications of the Fiber POP Site location without first obtaining Fiber POP Site written consent;
- D)** Regularly update all contact information provided in herein;
- E)** All wiring shall conform to the existing wiring method used at the facilities and shall conform to the National Electrical Code. Cook County Government shall obtain any necessary permits from applicable units of local government; and,
- F)** Cook County Government shall take all commercially reasonable precautions to prevent any damage to the Fiber POP Site location. Upon completion of any construction, maintenance, repair, replacement or removal, or other work at the Fiber POP Site location, by Cook County Government, Cook County Government at its expense shall restore the Fiber POP Site location to its original condition and remove all refuse and debris that may

accumulate thereon.

14.2 Fiber POP Site shall:

- A)** Provide for the general maintenance of Fiber POP Site location necessary to maintain the safety and utility of Fiber POP Site location. Fiber POP Site shall maintain the Fiber POP Site location in strict accordance with all local, state and federal rules and regulations applicable to the Fiber POP Site location;
- B)** Regularly update all contact information provided in the Means of Access procedure in Exhibit C;
- C)** Obtain any necessary licenses, permits, and other consents required to provide access to the Fiber Path and installation of the Fiber Optic conduit, cable and equipment;
- D)** Furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to install the Equipment; and,
- E)** Use and maintain such reasonable and customary security procedures and security measures as may be necessary, based upon the circumstances present at the Fiber POP Site location, to ensure the safety and security of the Cook County Government equipment and to prevent any other such acts which could adversely affect or otherwise harm the efficient operation of the fiber optic infrastructure.

15. Miscellaneous.

This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between Cook County Government and Fiber POP Site concerning the subject matter herein, with the exception of the Internet Service Agreement. This Agreement may only be amended in writing and signed by representatives from each party with authority to enter into an Agreement of this nature. All exhibits referenced within the body of this Agreement are incorporated by reference herein. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and venue shall be Cook County. If any term of this Agreement is found to be void or invalid and such invalidity does not materially alter the remaining terms and purpose of this Agreement, then such terms shall be stricken and the remaining terms of this Agreement shall remain in full force and effect. The terms and conditions of this Agreement shall extend to and bind any transferees or assignees of each Party. This Agreement may be signed in counterparts.

Each Party represents and warrants that it has full authority to enter into and sign this Agreement.

COOK COUNTY GOVERNMENT:

Fiber POP Site Village of Homewood :

Signature: _____
 By: _____
 Title: _____
 Date: _____

Signature: _____
 By: _____
 Title: _____
 Date: _____

Exhibit A - Fiber Path

Exterior Work:

Set handhole over existing Comcast conduit on Village of Homewood Right-of-Way. Intercept existing Comcast conduit for building entry.

Interior Work:

Install approximately 125' of innerduct to MDF closet. Pull 144ct fiber optic cable from intercepted Comcast conduit into building. Pull 144ct fiber optic cable through innerduct into MDF closet. Fiber to be spliced and terminated in a rack-mounted patch panel in MDF closet.

*Contractors will provide current certificates of insurance naming the Village of Homewood as additional insured.

Graphics of fiber path and additional resources provided in Exhibit A-1. (Page 9)

Exhibit B - Equipment

1. Fiber Optic Patch Panel AFL Patch Panel

2. Fiber Optic Transport switch Ciena Transport Switch

3. UPS for Backup up power

4. Rack or wall mount for equipment Rack Mount

Exhibit C - Means of Access

General Contact:

Name: _____

Email: _____

Phone: _____

After-Hours Contact: Name: _____ Same as General Contact
(24/7 contact outside normal business hours)

Name: _____

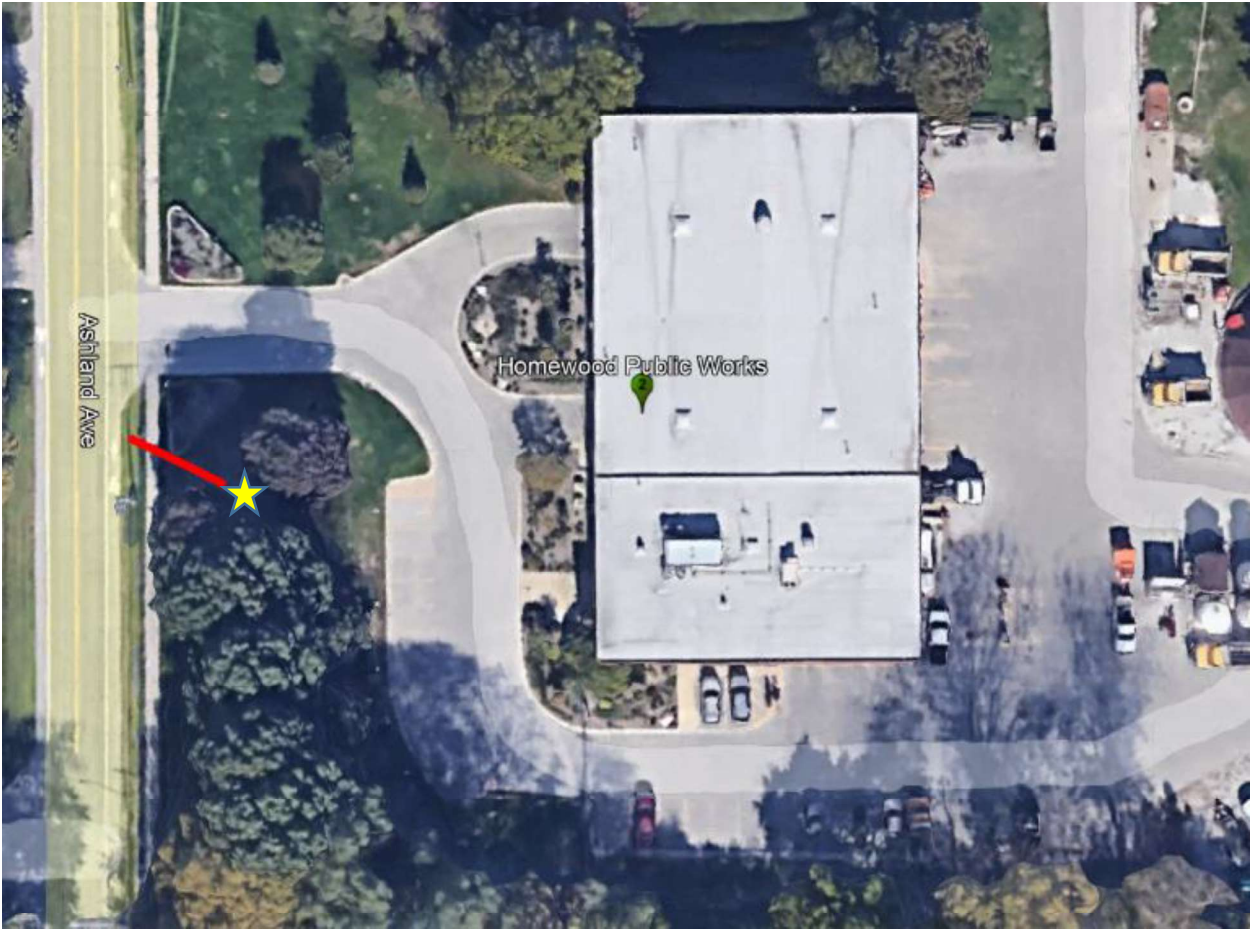
Email: _____

Phone: _____

Description of Entrance Procedures:

Required pass codes, alarm codes, or other identifying information required for entrance either during or outside normal business hours.

Exhibit A-1 - Fiber Path Additional Resources



Key:

- - Proposed Fiber Path
- ★ - Proposed Handhole