

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is executed on the date last written below, by and among the VILLAGE OF ORLAND PARK (the "Village") and the BOARD OF EDUCATION OF ORLAND SCHOOL DISTRICT 135 ("District 135").

RECITALS

A. The Village is an Illinois home rule municipal corporation.

B. District 135 is a School District created under the laws of the State of Illinois, and the Parties are authorized by Article VII, Section 10 of the Constitution of the State of Illinois of 1970, by the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and by their respective enabling statutes, to enter into and perform this Agreement.

C. The Parties have agreed to cooperate with each other in making provisions for the installation, operation and maintenance/repair/troubleshooting of an underground fiber optic cabling to enhance communications and computer systems connectively among and between the Parties and their respective institutional departments.

D. District 135 owns approximately nine (9) miles of open and unencumbered underground duct package containing four (4) one and one quarter inch (1-1/4") conduits, which said District 135 is willing to share with the Village for the installation therein of fiber optic cable.

NOW, THEREFORE, in consideration of these recitals and the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated into this Agreement.

2. District 135 License Grant. District 135 hereby grants to the Village a non-exclusive annual (See P.5) license to install, operate, repair and maintain a single high density polyethylene (HDPE) coated fiber optic cables within one (1) of District 135's currently empty one and one quarter inch (1-1/4") underground contiguous conduits as depicted in yellow HDPE in the attached EXHIBITS A and B. One of the one and one quarter inch (1-1/4") conduits fabricated within the yellow HDPE to be utilized by the Village.

3. Locate Cost Sharing. Each Party will cooperate with the conduit owner and the locating agency (e.g., JULIE) upon receipt of a location request in those instances and at such locations as the Party has installed fiber optic cable. The cost of such locate services shall be billed to the appropriate Parties Finance Accounts Payable by the conduit owner on a quarterly basis and shall be shared as follows:

(a) The Village shall pay fifty percent (50%) of the cost for locating the District 135 conduit;

- (b) Should other users be identified to share space within the Village and/or District 135 conduits, the cost sharing as set forth in this Agreement shall be recalculated, and this Agreement amended, accordingly.

The Village, at its sole cost and expense, shall install copper tracer wires similar or equal to Trace-Safe® specifications to facilitate and enhance location reliability by the locating service or agency within the District 135 conduit in which the Village has installed its or their fiber optic cable(s).

In the event that a third party locating service or agency is utilized, the Parties shall cooperate with each other to establish an appropriate level of service and to secure the best possible price, taking into consideration the qualifications of the service or agency.

4. Relocation/Repair/Maintenance/Troubleshooting Cost Sharing. In the event shared conduit must be relocated due to a request for such relocation by a local, County, State or Federal agency having jurisdiction over the right-of-way in which the conduit is located (e.g., the Village, Cook or Will County Highway Department, Illinois Department of Transportation or U.S. Department of Transportation), including repair, damage, general maintenance and/or troubleshooting the Parties shall cooperate with each other to secure the best possible price (taking into consideration time requirements and the qualifications of the contractor) for the project with the costs being shared by the Parties in the percentages set forth in Section 3, above.

5. Term and Termination. The term of this Agreement shall commence on the date all Parties have signed this Agreement and the signed counterparts have been exchanged and renew automatically annually on the signature anniversary date. A Party may terminate its participation in this Agreement as provided in this Section, in which case this Agreement shall continue in full force and effect, to the extent applicable, as to the non-terminating Parties. A Party may terminate its participation in this Agreement at any time, for any reason in the terminating Party's sole discretion, upon not less than one hundred eighty (180) days prior written notice to the other Parties. Furthermore, if any Party breaches the terms of this Agreement and fails to cure said breach within thirty (30) days of a receipt of a written notice of breach, then this Agreement shall terminate as to the breaching Party immediately thereafter but shall continue in full force and effect, to the extent applicable, as to the non-breaching Parties. A Party whose participation in this Agreement has terminated shall, at its sole cost and expense, and as directed in the discretion of the conduit owner, remove or abandon its fiber optic cable from the conduit owned by another Party as mutually agreed.

6. Indemnity. Each Party shall indemnify, defend, and hold harmless the other Parties from all claims, demands, causes of action, losses, liabilities, damages, penalties, fines, and expenses, including reasonable attorney's fees and court costs, which are incurred by another Party, but only to the extent arising from the indemnifying Party's negligent or intentional act or omission, or from the indemnifying Party's breach of this Agreement. The obligations contained in this Section shall not apply to the extent the indemnifying Party has tort immunity for the underlying claim.

7. No Third Party Beneficiary. This Agreement is not intended to confer any right upon any third party who is not a Party to this Agreement.

8. No Assignment or Delegation. Each Party represents and warrants that it has not and will not assign any rights or delegate any duties arising from this Agreement.

9. Advice of Counsel and Understanding of Agreement. The Parties each understand their right to discuss all aspects of this Agreement with their legal counsel, and have done so if desired. The Parties acknowledge that they have carefully read and fully understand all provisions of this Agreement.

10. Choice of Law. This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles. Venue for any dispute arising under this Agreement shall be in Cook County, Illinois.

11. Binding Effect and Interpretation. The Parties intend this Agreement to be legally binding. This Agreement shall bind and inure to the benefit of the Parties and their legal representatives, successors and assigns. The provisions of this Agreement are severable and no provision shall be affected by the invalidity of any other provision. This Agreement has been jointly drafted by the Parties, and in the event any court determines any provision of this Agreement to be ambiguous, the ambiguity shall not be construed against any Party.

12. Execution in Counterparts. This Agreement may be executed in counterparts. When all counterparts have been executed by the Parties and exchanged with the other Parties, electronically or in hardcopy, this Agreement shall be deemed fully-executed and binding as if all Parties had signed and exchanged the same originals.

13. Integration. This Agreement contains the entire agreement among the Parties and supersedes all prior agreements among the Parties, both oral and written, concerning any subject matter referenced in this Agreement. This Agreement may only be modified or cancelled by a subsequent writing executed by all Parties.

14. Authority to Execute. Each of the undersigned signatories represents in his/her individual capacity that he/she has actual authority to execute this Agreement on behalf of the Party represented.

15. Insurance. Each Party shall keep in force at all times during the term of this Agreement, General Liability Insurance, on an occurrence basis, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and the aggregate and at all times naming the other parties to this Agreement, and their respective its individual board members, employees, and agents as additional insureds thereon. Each Party's insurance coverage shall include its indemnification obligation under Paragraph 6 of this Agreement. In addition, within five (5) days of the last party to execute this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement.

16. Compliance with Laws. The Parties shall comply with all federal, state, county rules

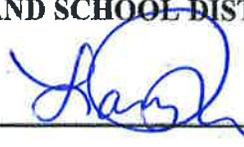
and regulations that apply to the performance of each party's respective obligations under this Agreement.

Executed on the date last written below, by and among:

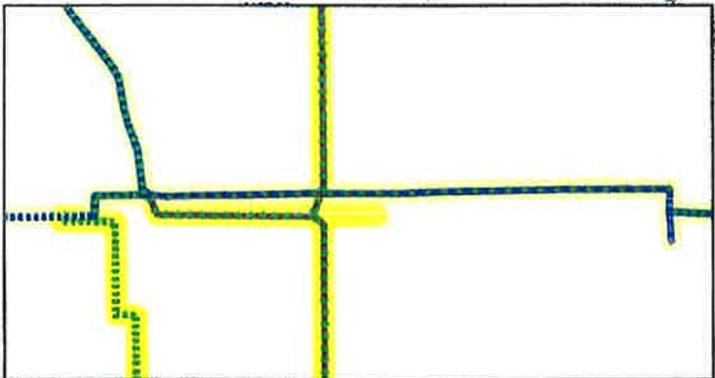
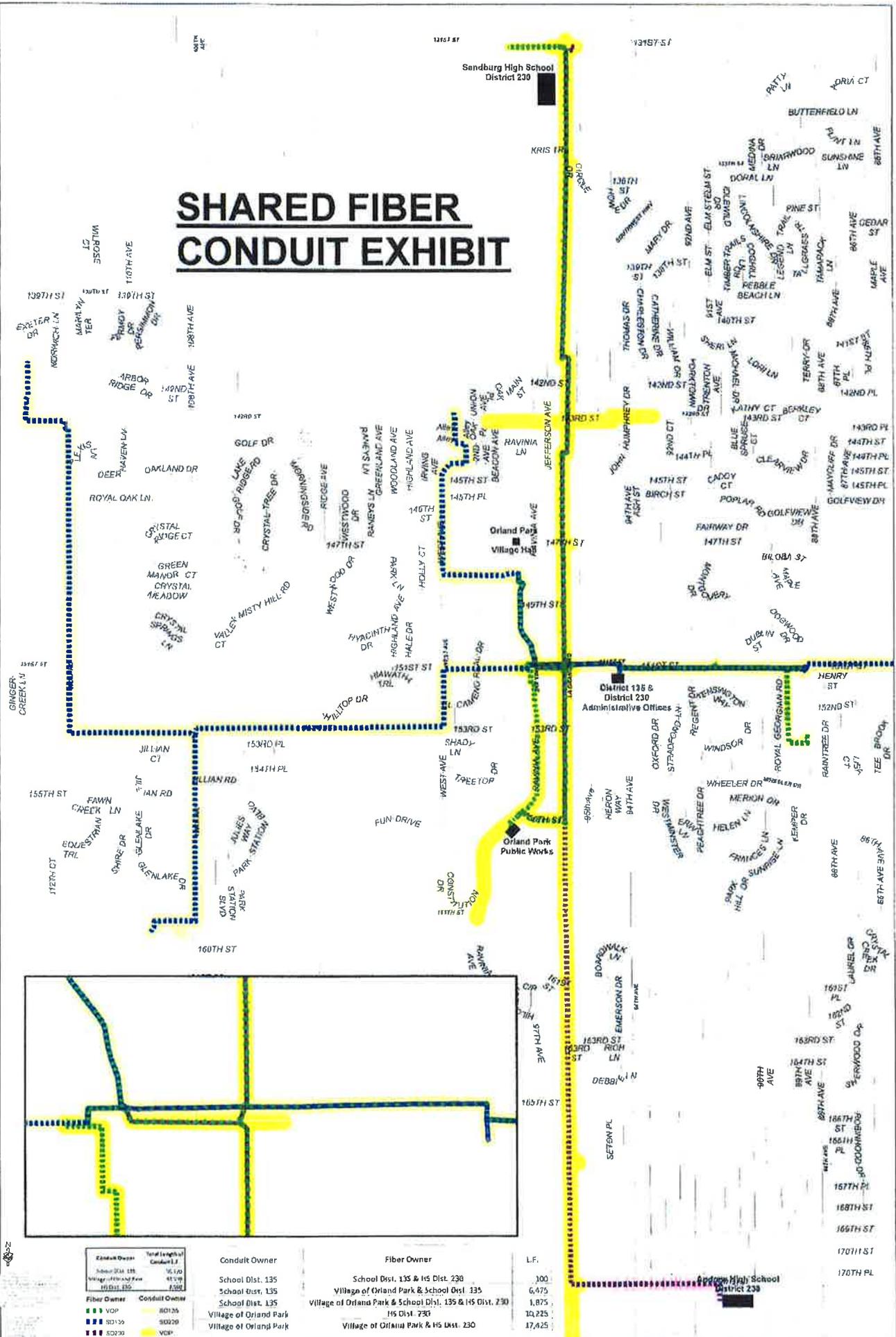
VILLAGE OF ORLAND PARK

**THE BOARD OF EDUCATION
ORLAND SCHOOL DISTRICT 135**

By: 
Title: Interim Village Manager
Date: 8/17/17

By: 
Title: President, Board of Education
Date: August 14, 2017

SHARED FIBER CONDUIT EXHIBIT



Fiber Owner	Conduit Owner	Fiber Owner	L.F.
School Dist. 135	School Dist. 135	School Dist. 135 & HS Dist. 230	100
School Dist. 135	School Dist. 135	Village of (Orland Park & School) Dist. 135	6,475
School Dist. 135	School Dist. 135	Village of Orland Park & School Dist. 135 & HS Dist. 230	1,875
Village of Orland Park	Village of Orland Park	HS Dist. 230	10,225
Village of Orland Park	Village of Orland Park	Village of Orland Park & HS Dist. 230	17,425