

**THIRD AMENDMENT OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE NAPERVILLE PARK DISTRICT AND THE CITY OF NAPERVILLE
FOR INSTALLATION AND PROVISION OF FIBER OPTIC SERVICE TO
CERTAIN PARK DISTRICT FACILITIES**

THIS THIRD AMENDMENT OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE NAPERVILLE PARK DISTRICT AND THE CITY OF NAPERVILLE FOR INSTALLATION AND PROVISION OF FIBER OPTIC SERVICE TO CERTAIN PARK DISTRICT FACILITIES (hereinafter "Third Amendment") is entered into this ____ day of _____, 2017 (hereinafter "Effective Date"), between the City of Naperville, an Illinois municipal corporation and home rule unit of government under the laws and Constitution of the State of Illinois (the "City"), and the Naperville Park District, a body politic and unit of local government (the "Park District"), for the purposes set forth herein. The Park District and City are together hereinafter referred to as the "Parties" and sometimes individually as "Party".

RECITALS

WHEREAS, on April 21, 2015 the City and the Park District entered into an Intergovernmental Agreement ("Agreement") for installation and provision of fiber optic service to certain Park District facilities including its Administration Building and the Fort Hill Activity Center with a license to use a portion of the City's Fiber System for that purpose subject to the terms and conditions of that Agreement; and

WHEREAS, the Parties amended the Agreement to add the District's Knoch Park Central Maintenance Facility, located at 427 Martin Avenue, as an additional Park District Facility under the Agreement (the "First Amendment"); and

WHEREAS, the Parties further amended the Agreement to provide for the following "Auxiliary Runs" (which were not "Facilities" because they are not directly connected to trunk lines within the City's Fiber System): (i) installation of two (2) separate fiber cables to be spliced into the Park District Administration Building ("Administration Building", also referenced as the "W. Jackson Facility" in the Agreement); one to serve Centennial Beach and the other to serve the Alfred Rubin Riverwalk Community Center, with each cable having twelve (12) fibers from the Administration Building to each respective facility; (ii) splicing existing fiber cable to connect the Riverwalk Café to the Administration Building with six (6) fibers (the "Second Amendment"); and

WHEREAS, the Park District has now requested that the City provide an additional Auxiliary Run to 219 South Mill Street ("North Maintenance Facility") through a further extension of and connection to the Auxiliary Run at the Alfred Rubin Riverwalk Community Center.

WHEREAS, in the interest of economy, security, and safeguarding the City's fiber infrastructure, the City is willing to perform the installation of the Auxiliary Run to the North Maintenance Facility on the terms agreed to herein and granting the Park District an expanded license to include the Auxiliary Connection to the North Maintenance Facility subject to the terms of the Agreement as amended herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties do hereby mutually covenant and agree as follows:

1.0 RECITALS INCORPORATED.

1.1 The Recitals set forth above are incorporated herein and made part hereof.

2.0 AMENDMENT.

2.1 The following provisions of the Agreement are amended by striking through and/or underlining the following language:

1.2. Scope of Agreement.

1.2.3 The Park District also desires to extend an Auxiliary Run from the Alfred Rubin Riverwalk Community Center to the North Maintenance Facility.

* * *

1.7 Retention of Documents. The Park District and the City shall retain all books, records and supporting documents related to this Agreement for a period of not less than five (5) years from the Effective Date of the ~~Second~~ Third Amendment to the Agreement, unless otherwise agreed to by the Parties in writing.

* * *

2.2 Installation of Fiber Connection to Park District Facilities.

2.2.1 City's Installation Obligations. In accordance with a schedules agreed to in writing by the Parties ("Installation Schedules"), the City shall complete the following tasks (together, "Installation of Park District Fiber Connections"). The City will:

* * *

D) Construct and directionally bore a 3-inch polypipe with a 1.25-inch innerduct to install a fiber optic cable splicing into the City Fiber System, installed pursuant to paragraph 2.2.1(A) above, from the Alfred Rubin Riverwalk Community Center to the North Maintenance Facility. The City shall install handholes and other appurtenances for the Auxiliary Run to the North Maintenance Facility in locations and as per specifications as agreed by the Parties.

2.2.2 Park District Installation Obligations. The Park District is responsible for installing a dedicated 4' PVC or steel conduit at their Fort Hill Facility, at the W. Jackson Facility, and at the Knock Park Central Maintenance Facility and for any of the locations receiving Auxiliary Runs as per the City of Naperville's document "Fiber Building Requirements," attached hereto as **Exhibit A**. The Park District shall be responsible for meeting all standards in the Fiber Building Requirements, including NEC 250 grounding, at all Park District Facilities and all Auxiliary Runs subject to this Agreement.

3.0 REMAINING TERMS.

3.1 Except as amended by this Third Amendment, all terms of the Agreement, including the First and Second Amendments thereto, shall remain in full force and effect.

4.0 EFFECTIVE DATE OF THIRD AMENDMENT AND TERM.

4.1 The effective date ("Effective Date") of this Third Amendment to the Agreement shall be the last date on which the Parties hereto execute this Third Amendment to the Agreement. The Term provision set forth in Subsection 6.1.1 of the Agreement shall apply equally to this Third Amendment to the Agreement.

CITY OF NAPERVILLE

NAPERVILLE PARK DISTRICT

Steve Chirico
Mayor

M. Michael Reilly
President

ATTEST:

Pam Gallahue, Ph.D.
City Clerk

Ray McGury
Secretary

Date:_____

Date:_____

EXHIBIT A

Naperville Department of Public Utilities- Electric Building Requirements for Fiber Equipment Installation

The intent of this document is to outline the responsibility of the customer requesting service and/or the building owner.

Single Point of Contact:

- Provide a contact name and phone number with whom the DPU-E engineering representative can speak regarding scheduling, building access, and problem resolution should the need arise.

Fiber Cable Placement:

It will be the responsibility of the building manager to prepare the site in for DPU-E installation; this includes but is not limited to the following:

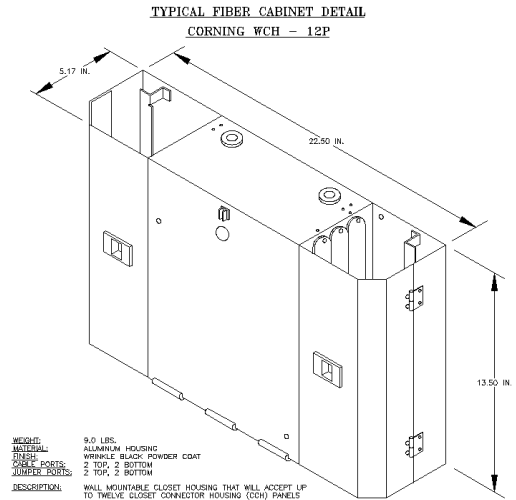
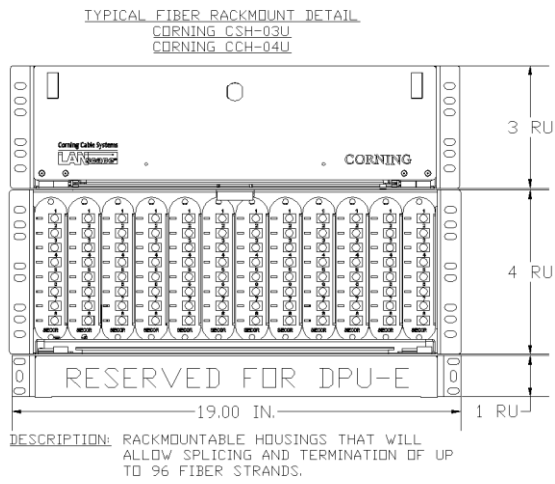
- A clear underground or aerial path is required from an exterior wall to DPU-E facilities.
- Minimum 4" steel or PVC pipe stub from exterior wall to DPU-E specified location within the property line.
- Minimum 4" conduit, installed per NEC Article 800 from location where cable enters building to termination site:
 - Minimum 3 foot sweeping radius with no right angles and no more than two 90 degree angles per segment without a pull box.
- Interior and exterior pull box dimensions shall be 12"x12"x18" or 24"x24"x8"

Floor Space and Environmental Requirements for Termination Location:

- General:
 - In the event a raised floor is utilized at the termination location there must be no obstructions below the floor tiles and a small section of the tile must be cut to allow for cable entry.
- Rack mount installations:
 - A minimum of 8 continuous rack unit spaces must be reserved for DPU-E installed equipment.
- Typical fiber cabinet installations:
 - Detail is shown below, in addition, a clear 3 square foot area must be maintained at all times for service and storage of an additional 50 feet of fiber optic cable.
 - A 4'x4' plywood backboard must be securely fastened to the wall at the cabinet location.

Grounding:

- A #6 insulated solid copper ground wire, bonded to a NEC Article 250 approved ground source must be provided at the termination location.
 - A water pipe is not an acceptable ground source.
- Typical fiber cabinet installations:
 - Copper bus bar must be installed on the lower corner of the plywood backboard and bonded to the Fiber Optic Cabinet
- Rack mount installations:
 - Rack must be properly grounded per NEC guidelines



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