

4/3/2015

39-R-15

A RESOLUTION

Authorizing the City Manager to Negotiate and Execute a Right-of-Way Agreement with Unite Private Networks-Illinois, LLC for the Installation of Dark Fiber Optic Cable

WHEREAS, the City and Unite Private Networks-Illinois, LLC, an Illinois limited liability company (“UPN”) desire to enter into a right-of-way agreement, the City granting to UPN the right to install and maintain its fiber optic cable and related equipment (the “Agreement”) on public property all within the City of Evanston (the “Agreement Route”); and

WHEREAS, UPN desires a right-of-way agreement for a term of seven (7) years and six (6) months with the right to renew upon mutual agreement thereafter for the Agreement Route, more fully detailed in the Agreement Route attached as Exhibit “1”; and

WHEREAS, the Agreement will be for UPN to construct, reconstruct, operate, maintain, and repair a dark fiber optic system (“the Dark Fiber System”) and to serve Evanston/Skokie Community Consolidated School District 65 via the fiber optic system lines more fully detailed in the Agreement Route attached as Exhibit “1”; and

WHEREAS, the installation of the dark fiber optic system requires attachment of cable to existing utility poles and by boring for underground conduits; and

WHEREAS, the City is willing to grant to UPN the aforementioned Agreement upon the conditions and representations set forth.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager is hereby authorized and directed to sign, and the City Clerk is hereby authorized and directed to attest, on behalf of the City of Evanston, an Agreement for the term of seven (7) years and six (6) months with the right to renew upon mutual agreement thereafter between the City of Evanston and UPN, attached hereto as Exhibit "2" and incorporated herein by reference, providing for the installation dark fiber optic cable in the City.

SECTION 2: That the City Manager or his designee is hereby authorized and directed to negotiate any additional terms and conditions of the Agreement as may be determined to be in the best interests of the City.

SECTION 3: That UPN shall, at its cost, record a certified copy of this resolution, including all Exhibits attached hereto, with the Cook County Recorder of Deeds, before the City may issue any permits related to the construction or installation of the utility cabinets on the Subject Property.

SECTION 4: That this resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.



Elizabeth B. Tisdahl, Mayor

Attest:

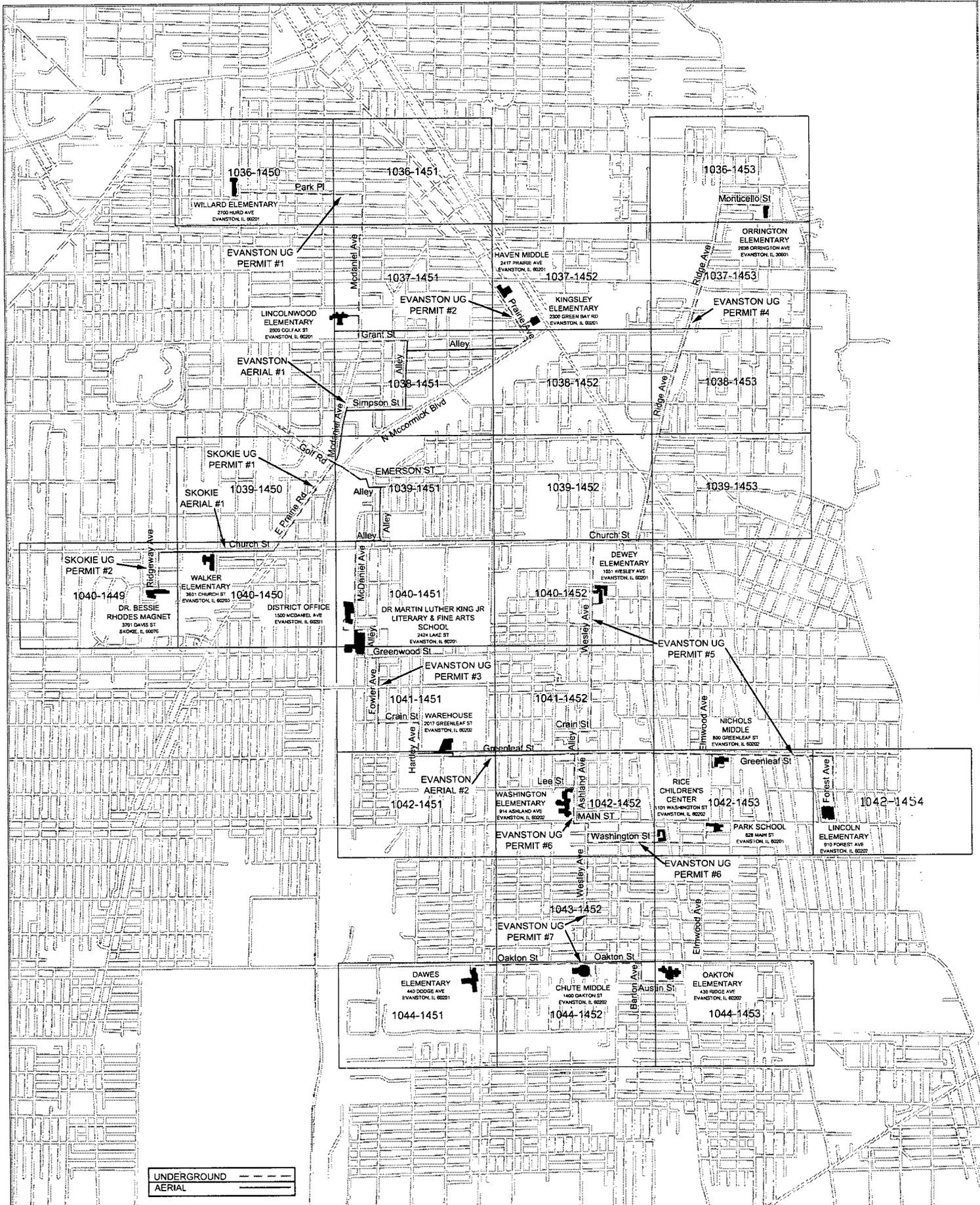


(LR)

Rodney Greene, City Clerk

Adopted: April 13, 2015

EXHIBIT 1
AGREEMENT ROUTE



UNDERGROUND
 AERIAL

POWER POLE	36	1	LOOK BOG	01	NEW BULB	---	ROAD BODIES PTC	48929	0	ASP SINGLE DWELL	ASP/PTC	0/0	FILED DATE	12/14/14
TELEPHONE POLE	0	0	SHARPCLE	01	CHANGE OF CONNECTION	---	NEW BULB BODIES PTC	0	0	U/C SINGLE DWELL	ASP/PTC	0/0	ROUTED DATE	09/24/2017/14
JOINT POLE	0	0	RESIDENTIAL	5	DOWN BULB/ANCHOR	---	REPLACE BULB PTC	13697	0	NEW		0/0	DATE	09/24/2017/14
CLAY POLE	0	0	VEHICLE	7	VEHICLE	---	U/C BULB PTC	2235	0	BUILD UNITS		0/0	DATE	09/24/2017/14
POWER TRANSFORMER	0	0	POWER HEAD	0	SHOULDER ANCHOR	---	ASPHL NEW BULB PTC	0	0	TOTAL CONNECTIONS		0/0	DATE	09/24/2017/14
JOINT TRANSFORMER	17	0	ASBEST TRANSFORMER	0	ROW/WALK REST ANCHOR	---	U/C NEW BULB PTC	11	0	TOTAL CONNECTIONS		0/0	DATE	09/24/2017/14
METAL POLE	0	0	TRANSFORMER	0	POLE TO POLE CITY	---	TOTAL CONNECTIONS	6274	0	GENUINELY PULB MILES		0/0	DATE	09/24/2017/14
DOWNCAST POLE	0	0	TELEPHONE POC	0	DOWNCAST POC	---	TOTAL BULB MILES	11.80	0	POLE TRANSFERS		0/0	DATE	09/24/2017/14
TOTAL POLES	140	0	TOTAL PERMS	51	OPEN	---	TOTAL BULB MILES	0.00	0	EMPTY SWAP		0/0	DATE	09/24/2017/14

120 S Stewart Road
 Liberty, MO 64168
 PH: 816-903-9400

SYSTEM NAME: EVANSTON/SKOKIE SCHOOL DISTRICT 65
 LOCATION: EVANSTON/SKOKIE, IL
 PROJECT NAME: EVANSTON/SKOKIE SCHOOL DISTRICT 65
 PROJECT NUMBER: 14-5603

EXHIBIT 2
AGREEMENT

AGREEMENT

between

UNITE PRIVATE NETWORKS-ILLINOIS, LLC

an Illinois limited liability company

and

CITY OF EVANSTON

An Illinois municipal corporation

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AGREEMENT FOR USE OF RIGHT OF WAY

THIS AGREEMENT FOR USE OF RIGHT OF WAY ("Agreement") is made this ___ day of April, 2015 by and between the City of Evanston, an Illinois municipal corporation (the "City") and Unite Private Networks-Illinois, LLC, an Illinois limited liability company (the "Company"). Hereinafter, the City and the Company shall be referred to as the "Parties."

RECITALS

1. The Company has requested permission from City to install fiber optic cable ("Communication Facilities") in the right of way of certain City streets, by attaching said cable to existing utility poles located in said rights of way, and also by means of underground installation.
2. The route of the fiber optic cable will be as shown on Exhibit A, attached hereto and made a part hereof.
3. The City is willing to allow installation of the Company's fiber optic cable upon the City right of way under the terms and conditions of this Agreement.
4. The City and Company have the authorization to execute this Agreement as an exercise of the City's home rule authority and the Company's corporate authority.
5. The City Council enacted Resolution 39-R-15 on April 13, 2015 to authorize the City Manager to sign this Agreement.
6. The purposes, powers, rights, objectives, and responsibilities of the City and Company under this Agreement are fully set forth herein.

NOW, THEREFORE, in consideration of the promises of each of the parties to the other and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, they agree as follows:

1. Recitals. The recitals are a material part of this Agreement and are incorporated herein by reference.
2. Installation of Cable. The City hereby grants to the Company the right to install and maintain its fiber optic cable and related equipment (the "System") in the right of way of the City along the route described in Exhibit A, subject to the terms of this Agreement. The City Engineer shall have the authority to approve minor deviations of the route upon written application of the Company. This grant shall not be considered permission to provide local telecommunications in the City of Evanston (except nothing in this Agreement shall impair the Lease and Indefeasible Right of Use of Evanston/Skokie Community Consolidated School District 65 with respect to the District's Lit or Dark Fiber Agreements), and the City reserves any and all rights it has under law to require a franchise for such services to properties located with the City.

The Company understands and acknowledges that the Company shall obtain all permits that are required for the installation of the System. In exchange for the Company's installation of City fiber as described in Section 7, the City shall, for so long as the System remains within any City Right of Way (ROW), waive the ongoing franchise fee of 1%, waive the obstruction fee, limit all applicable fees to five hundred dollars (\$500.00), for the installation and maintenance of the System within the City ROW. The Company shall be responsible for any pavement degradation costs resulting from said System installation and maintenance during the term of this Agreement.

3. Construction and Maintenance.

- A. Prior to installation of any cable in the City right of way, the Company shall submit plans and specifications for the installation to the City Engineer. The cable shall be installed in a reasonable manner as approved by the City Engineer. The plans and specifications shall be provided by the Company to the City not less than thirty (30) days prior to the commencement of work. The City Engineer shall specify the portion of the right-of-way upon which the System may be placed, used and constructed. Communication facilities within the City rights-of-way shall be constructed, operated, and maintained in conformity with the provisions of 83 Ill. Adm. Code Part 305 (formerly General Order 160 of the Illinois Commerce Commission) entitled "Rules for Construction of Electric Power and Communication be submitted to the City Engineer for approval prior to the work being completed. As-built drawings shall be supplied to the City Engineer within 90 days of completion of the permitted work. The As-built drawings shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. Additionally, the As-built drawings shall be submitted to the City in an electronic version that is GIS-compatible.
- B. A permit for work in the City right-of-way shall be obtained before any work is commenced. The Company shall provide any necessary or required traffic control at its expense. No material shall be stored on the right of way without the prior written approval of the City Engineer. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right of way maintenance or damage to the right-of-way and other property.
- C. The System hereafter installed shall be so placed and all work in connection with such installation shall be so performed as not to interfere with ordinary travel on the right of way of the City unless specifically authorized by the City Engineer, or with any water, gas or sewer pipes or other utility conduits or cable television conduits or wires then in place, or hereafter placed. Company, after doing any excavating, shall leave the surface of the ground in the same condition as existed prior to such excavation. All sidewalks, parkways or pavements,

including driveway approaches, disturbed by said Company shall be restored by it, and the surface to be restored shall be with the same type of material as that existing prior to its being disturbed unless otherwise specified by the City Engineer. In the event that any right-of-way, real property, or fixed improvement thereon shall become uneven, unsettled, damaged, or otherwise require restoration, repair or replacement because of such disturbance or damage of the Company, then the Company shall promptly, but in no event longer than fourteen (14) days after receipt of notice from the City, and at the Company's sole cost and expense, restore as nearly as practicable to their former condition said property or improvement which was disturbed or damaged.

Should adverse weather conditions cause delay in completing the work, the Company shall promptly notify the City immediately upon onset of the delay. Thereafter, the City Engineer, in his sole discretion, may direct temporary repairs be made to remain in place until the weather allows permanent repairs to be installed and the Company shall promptly install said temporary repairs or extend such time for work completion to a date certain. The date extension shall take into account the weather conditions and other factors affecting the work. The Company shall complete the work on or before the date certain. Any such restoration of the City's right-of-way by the Company shall be made in accordance with such materials and specification as may from time to time, be then provided for the ordinance or regulation of the City and to the satisfaction of the City Engineer. The Company shall notify the City when the work is completed. If the Company fails to restore the property in accordance with the above, then the City may, if it so desires, contract with a third party for such restoration or utilize its own work forces to restore such property. The Company shall pay the reasonable cost incurred by the City for such restoration within twenty-one (21) days after the receipt of a written bill for such cost.

- D. The City shall have no obligation to mark the location of Company's facilities. Company acknowledges that it has the opportunity to become a member of the statewide "One Call" Utility Location system (JULIE), and that the Company agrees that it will become a member as a requirement of this Agreement and that such a system is designed to alert Company to planned work in the right of way, so that Company can mark the location of its facilities to avoid damage. The City shall have no obligation to alert Company to proposed work by itself or others, other than as a participating member of the JULIE system.
- E. Construction operations on rights-of-way may, at the discretion of the City, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right of way or other property.
- F. Within one hundred eighty (180) days following written notice from the City,

the Company shall at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any System facilities within the rights of way whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance or installation of any City improvement in or upon, or the operations of the City in or upon, the rights of way. Within thirty (30) days following written notice from the City, the Company shall, at its own expense, remove from the rights of way all or any part of any unauthorized facility or related appurtenances that Company owns, controls, or maintains within the rights of way. A facility is unauthorized and subject to removal in the following circumstances:

- 1) Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;
- 2) If the facility was constructed or installed without the prior grant of a license or franchise, if required;
- 3) If the facility was constructed or installed without prior issuance of a required permit; or
- 4) If the facility was constructed or installed at a location not permitted by the permittee's license or franchise.

The City retains the right and privilege to cut or move any facilities located within the rights of way of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the municipality shall attempt to notify the Company, if known, prior to cutting or removing a facility and shall notify the Company, if known, after cutting or removing a facility.

- G. Except as provided in the following Section, the Company shall not spray, inject or pour any chemicals on or near any trees, shrubs or vegetation in the City for any purpose, including the control of growth, insects or disease.
- H. The Company shall annually provide one or more contact persons who can act on its behalf in connection with emergencies involving the Company's facilities in the right of way and a 24-hour telephone number for such persons.

4. Performance Security. Prior to issuance of any permits, the Company shall provide to the City a surety bond in the amount of seventy-five thousand dollars (\$75,000.00). The surety bond shall be maintained at the seventy-five thousand dollar level throughout the term of the fiber construction. The surety bond shall be available to the City to satisfy all claims, liens or other amounts due the City from the Company which arise by reason of work by the Company, to satisfy and actual damages arising out of a breach of this franchise agreement, and to satisfy any assessments under this agreement.

If the surety bond is drawn upon by the City in accordance with the procedures in this agreement, the Company shall cause the surety bond to be reissued in the full amount required no later than the later of thirty (30) days after the last withdrawal. Failure to reissue the surety bond shall be deemed a material breach of the permit.

Nothing in this Agreement shall be deemed a waiver of the normal permit and bonding requirements generally applicable to persons performing work in the City's right of way except the waivers provided for in Section 2 of this Agreement.

The surety bond will be partially released in the amount of ninety percent (90%) of the original amount upon satisfactory completion of the work as described in Exhibit A. The remaining ten percent (10%) of the surety bond shall remain one year after completion of project.

5. Insurance. The Company shall, at its own expense, secure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Company, its agents, representatives, employees or subcontractors. Company acknowledges and agrees that if it fails to comply with all requirements of this Section 5, the City may void the Agreement after a cure period of thirty (30) days.

The Company must give to the City Certificates of Insurance identifying the City to be an Additional Insured for all work done pursuant to this Agreement before City staff recommends award of the contract to City Council. Any limitations or modifications on the Certificate(s) of Insurance issued to the City in compliance with this Section that conflict with the provisions of Section 5 shall have no force and effect.

After award of the Agreement to the Company, the Company shall give the City a certified copy(ies) of the insurance policy(ies) evidencing the amounts set forth in this Section, and copies of the Additional Insured endorsement to such policy(ies) which name the City as an Additional Insured for all work done pursuant to this Agreement before Company does any work pursuant to this Agreement. Company's Certificate of Insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the City. Company shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon renewal of the subject policies, if applicable.

The policies and the Additional Insured endorsement must be delivered to the City within two (2) weeks of the request. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A-VVII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the City. The Company shall

require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Company shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Contractor shall carry and maintain at its own cost with such companies as are reasonably acceptable to the City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Company, and insuring Company against claims which may arise out of or result from Company's performance or failure to perform the services hereunder:

- A. Commercial general liability insurance, including premises- operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:
 - 1) Three million dollars (\$3,000,000) for bodily injury or death to each person;
 - 2) Three million dollars (\$3,000,000) for property damage resulting from any one accident; and
 - 3) Five million dollars (\$5,000,000) for all other types of liability;
- B. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000) for personal injury and property damage for each accident;
- C. Worker's compensation with statutory limits; and
- D. Employer's liability insurance with limits of not less than five hundred thousand dollars (\$500,000) per employee and per accident.
- E. The Parties agree that the insurance requirements in this Section can be met through a combination of primary and excess or umbrella policies.

Company understands that the acceptance of Certificates of Insurance, policies, and any other documents by the City in no way releases the Company and its subcontractors from the requirements set forth herein.

Company expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects

the City. In the event Company fails to purchase or procure insurance as required above, the parties expressly agree that Company shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy, or reimbursement, at law or in equity, against Company.

6. Indemnification. The Company shall defend, indemnify, and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Company or Company's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought forth against them. The Company shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Company must defend all suits brought upon all such losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Company of any of its obligations under this Agreement. Any settlement of any claim or suit related to this project by Company must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Company waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any losses, including any claim by any employee of the Company that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision. The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The Company shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its work or subcontractors' work. Acceptance of the work by the City will not relieve the Company of the responsibility for subsequent correction of any such error, omission and/or negligent acts or of its

liability for loss or damage resulting therefrom.

All provisions of this Section 6 shall survive completion, expiration, or termination of this Agreement.

7. Term. The term of this Agreement shall be for a period of seven (7) years and six (6) months from and after the date first set forth above, unless terminated earlier in accordance with Section 10. This Agreement can be extended upon mutual agreement of City and Company within 60 days prior to the expiration of any term.
8. Company's Installation of City Fibers. The Company agrees to provide twelve (12) single mode fiber strands to each of the three locations listed below for the exclusive use of the City at all times ("City Fibers") at no cost to the City. Each location's fiber run will include locator wire for easy identification and depth measurement. The three locations to be provided with City Fibers are as follows:
 - A. Mason Park, 1600 Church Street, Evanston, IL;
 - B. Gibbs-Morrison Cultural Center, 1823 Church Street, Evanston, IL; and
 - C. Ecology Center, 2024 McCormick Boulevard, Evanston, IL.

Company agrees to include splicing and fiber termination, including resources to assist in the identification of which spare strands from the City's existing network can be spliced into the new fiber extensions. Company shall ensure City Fibers are properly working prior to transfer to the City. A citywide map showing the as-built locations of the City Fibers shall be provided to the City Engineer showing all facilities including hand holes that are located within the City right-of-way.

Legal title to the twelve (1) City Fibers at each location shall be held by the City.

Legal title to all property of the City shall remain with the City, and nothing herein shall be deemed to relinquish City's right, title, interest or control of such property, including public rights of way.

Company shall provide the City with a one (1) year warranty against the City Fiber's unacceptable signal loss once the City Fibers have been integrated or spliced into the City's fiber network.

Company agrees to install the City Fibers by November 15, 2015. If the Company fails to install City Fibers by November 15, 2015, Company agrees to pay the City five percent (5%) of monthly gross revenues until installation of the City Fibers is finalized. Company acknowledges and agrees that the aforementioned payment shall not be deemed to be in the nature of a tax, and shall be in addition to any and all taxes of general applicability and other fees and charges which do not fall within the definition of a franchise fee under 47 U.S.C. § 542.

9. Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within sixty (60) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, each non-defaulting party shall be entitled to all remedies at both law and in equity.
10. Remedies. Any material violation by the Company, its contractors, or its successors of the material provisions of this Agreement, shall be cause for the termination of this Agreement and all rights hereunder, provided again that the City shall first notify the Company in writing, the condition or act on which the violation is charged, and the Company shall have sixty (60) days within which to remedy such condition or act, and provided further, that should the immediate remedy thereof be out of the control of the Company, the company shall have a reasonable time thereafter to make said correction.
11. Removal upon Termination. Upon termination of the privileges herein granted, by lapse of time or otherwise, if ordered by the City Engineer, the Company without cost or expense to the City, shall remove the System herein authorized and restore the public way to as good a condition as existed prior to such installation and to the reasonable satisfaction of the City Engineer. In the event of the failure, neglect or refusal of said Company to remove the System, the City shall have the choice of either performing said work and charging the cost thereof to the Company or determining that said work shall be performed by a contractor, and billing the Company for the costs of said contract. The cost incurred by the City in such system removal shall be properly paid by the Company within twenty-one (21) days after a bill for costs is deposited in the mail or presented to the Company, or the City may proceed against the surety bond of the Company or pursue any other remedies provided by law.
12. Abandonment of Facilities. Upon abandonment of a facility within the rights-of-way of the City, the Company shall notify the City within ninety (90) days. Following receipt of such notice the City may direct the Company to remove all or any portion of the facility if the City Engineer determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the City does not direct the Company to remove it, by giving notice of abandonment to the City, the Company shall be deemed to consent to the acquisition, alteration or removal of all or any portion of the facility by the City or another utility or person.
13. Legal Considerations. The parties recognize, acknowledge and hereby preserve their respective rights pursuant to the Federal 1996 Telecommunications Act and the Illinois Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5-1 et. seq.). Regulations, legal interpretations of the same, and execution of this Agreement is not a waiver of any rights or obligations thereunder. The parties additionally acknowledge that if and when the Company begins to furnish dial-tone services originating within the

and financial ability to comply with all the terms and conditions of this Agreement and any other information or documentation requested by the City. The City shall not unreasonably withhold the consent to assignment or transfer.

Any attempted assignment or transfer of any type not in compliance with these sections shall be void and without force and effect.

- 16. Binding Effect. This Agreement shall be binding on the parties, their successors, heirs and assigns.
- 17. Severability. If any provision of this Agreement is invalid for any reason, such invalidation shall not affect any provision of this Agreement which can be given effect without the invalid provision; and, to this end, the provisions of this Agreement are to be severable.
- 18. Governing Law. The Parties agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois and that venue for any disputes shall be Cook County, Illinois.

CITY OF EVANSTON,

UNITE PRIVATE NETWORKS

By: _____

By: _____

Its: _____

Its: _____

Attest: _____

Attest: _____

Its: _____

Its: _____