

## **Attachment B**

### **Fiber Optic Cable Cooperative (ByteGrid)**

#### **I. Project Objective**

The immediate objective of this MOU is the establishment of a fiber optic infrastructure and cable sharing agreement between the Kane County Government and the City of Aurora throughout the Kane County region. The Kane County Government will construct 144 fiber strands along agreed defined routes between Route 59 train station, ByteGrid and handhole at Gariel and Commons. The City of Aurora will provide 42 strands of dark fiber along agreed defined routes between Orchard/Gateway Tower to ByteGrid and 42 strands of dark fiber along agreed defined routes between the intersection of Kirk Rd. and Butterfield Rd. to ByteGrid.

#### **2. List the responsibilities of each party**

##### **Establishment of Optical Fiber Cooperative between the Kane County Government and the City of Aurora.**

Both parties agree that the Kane County Government shall construct for the City of Aurora:

- 144 Fibersthat originate at ByteGrid and terminate at Gabriel/Common and Route 59 (Train station).
- Provide the necessary easement and waive all permitting fees for the cabling routes and connection points specifically to connect to fiber in this MOU.
- Waive any cost in maintenance of the cabling infrastructure.

Both parties agree that City of Aurora shall make available to the Kane County Government:

- 4 Fibersspliced at the intersection of Orchard and Gateway (Aurora will provide dark fiber access from the intersection of Orchard and Gateway to the Gateway Tower) and 4 fibers spliced at Kirk/Butterfield intersection. Both sections will terminate at ByteGrid. Kane County Government will connect into the Aurora fiber optic system.
- Provide the necessary easement and waive all permitting fees for the cabling routes and connection points specifically to connect to fiber in this MOU.
- Waive any cost in maintenance of the cabling infrastructure.

#### **3. Identify any property rights gained by each party to the project.**

The fiber that originates at the ByteGrid and terminates at the Route 59 train station and Gabriel and Commons intersection, is to be constructed by the Kane County Government. Once constructed and tested it will be operated and maintained by the City of Aurora.

The fiber that originates at the intersection of Kirk and Butterfield terminating at ByteGrid is owned, operated and maintained by the City of Aurora and the fiber that originates at the intersection of Orchard and Gateway Tower terminating at ByteGrid is owned, operated and maintained by the City of Aurora. Any changes, move or additions to this system required by Kane County Government will be consulted with

the City of Aurora on cost and agreement on the procedure for completion of the task. Kane County Government has no rights to access the City of Aurora fiber system.

#### **4. Identify the maintenance expectations.**

Both parties understand that:

- The Kane County fiber optic communications infrastructure under this agreement will be maintained by the Kane County Government. The City of Aurora understands that in the event of a break in the fiber optic cable, the Kane County Government will perform a best effort to repair the cable infrastructure within a reasonable time. The City of Aurora will consult with Kane County Government for access to the cable system to perform splicing or connectivity that will be performed by the Kane County Government or by an outside vendor that is approved by the Kane County Government. The City of Aurora will reimburse the expenses to Kane County Government for future splice and connection requests by the City of Aurora for the fiber that the City of Aurora is entitled to. With notification to Kane County Government, the City of Aurora is allowed to run cable laterals into access points and splicing points throughout the fiber optic cooperative. Splicing into the cable system will be performed as stated above.
- The City of Aurora fiber optic communications infrastructure under this agreement will be maintained by the City of Aurora. Kane County understands that in the event of a breakdown in the fiber optic cable, the City of Aurora will perform a best effort to repair the cable infrastructure within a reasonable time. The Kane County Government will consult with the City of Aurora for access to the cable system to perform splicing or connectivity that will be performed by the City of Aurora or by an outside vendor that is approved by the City of Aurora. Kane County Government will reimburse the expenses to the City of Aurora for future splice and connection requests by Kane County for the fiber that Kane County is entitled to. With notification to the City of Aurora, Kane County Government is allowed to run cable laterals into access points and splicing points throughout the fiber optic cooperative. Splicing into the cable system will be performed as stated above.

#### **5. Identify operational aspects of each party.**

Each party will be responsible for the operations of their own equipment and locations.

#### **6. Identify the costs structure of the project.**

Construction of the fiber will be the responsibility of Kane County Government.

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