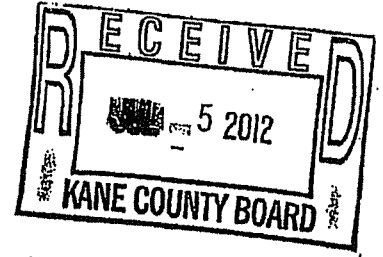




County of Kane  
Office of County Board  
Kane County Government Center



Karen McConnaughay  
Chairman  
630-232-5930



719 Batavia Avenue  
Geneva, Illinois 60134  
Fax 630-232-9188

**DOCUMENT VET SHEET**

for  
Karen McConnaughay  
Chairman, Kane County Board

Name of Document: Fiber Lease Contract  
Resolution 12-57

Submitted By: Bill Lake

Date Submitted: 5 July 2012

Examined By:

Joseph Lulus  
(Print Name)

[Signature]  
(Signature)

7-12-12  
(Date)

Post on Web: Yes  No  Atty Initials [Signature]

Comments: 20 year Contract with ISI of Dupage National Tech Park for 12 strands of fiber into the tech park from Fabian Parkway and 20A power data cabinet with battery and diesel generator backup. 20 Year Lease cost is \$58,366.00.

Chairman Signed: Yes  No  Date: JULY 18, 2012

Document Returned To: \_\_\_\_\_

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 57

**FIBER LEASE CONTRACT (ISI Communications)  
(Information Technologies Department)**

WHEREAS, the Kane County Information Technologies Department (ITD) is responsible for network infrastructure; and

WHEREAS, the Information Technologies Department has budgeted as part of the fiber optic project to lease fiber into the Dupage Tech Park ; and


WHEREAS, ISI Communications, as the sole provider, has provided a 20 year lease agreement for dark fiber connections into the DTP at the cost of \$58,366.00 (Fifty Eight Thousand Three Hundred Sixty Six Dollars).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Information Technologies Department be authorized to enter into the lease agreement with ISI Communications.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
125.800.810.70060	Capital, Machinery and Equipment, Communication	Yes	Yes	

Passed by the Kane County Board on March 13, 2012

\_\_\_\_\_  
John A. Cunningham  
Clerk, County Board  
Kane County, Illinois

  
\_\_\_\_\_  
Karen McConnaughay  
Chairman, County Board  
Kane County, Illinois

Vote:  
Yes \_\_\_\_\_  
No \_\_\_\_\_  
Voice \_\_\_\_\_  
Abstentions \_\_\_\_\_



# AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item #

- Resolution
- Ordinance

Name: FIBER LEASE CONTRACT (ISI COMUNICATIONS, INC)

Presenter/Sponsor: Roger Fahnestock

Budget Information: Was this item budgeted?  Yes  No  N/A

Appropriation Amount: \$58,366.00

If not budgeted, explain funding source

SUMMARY: ISI Communications has agreed to enter into a 20 year lease of dark fiber to the County. This gives us access into the Dupage Tech Park south to our handhole on Fabyan Road and north to Route 38. ISI Communications is the only provider of this fiber.

This will add 12 strands of dark fiber and a half height data equipment storage rack with 20A power connection to the County's fiber optic Infrastructure.

Attachments: ISI Confirmation of Service Order (Attachment B)

Detailed information available from :

Staff Name: William Lake

Phone: 630-232-5976

Resolution/Ordinance Tracking:

Assigned Committee: Administration  Passed  Sent to:  on:

If Other, specify:

Committee Remarks:

Next Committee:   Sent to:  on:

If Other, specify:

Committee Remarks:

Next Committee:   Sent to:  on:

Committee Remarks:

County Board Date:



**ISI METROPOLITAN AREA ETHERNET NETWORK SERVICE (MEANS)  
CONFIRMATION OF SERVICE ORDER**

This Order serves as a confirmation of Customer's selection of Metropolitan Area Ethernet Network Service (MEANS) and payment plans offered by ISI Communications, Inc (ISI). MEANS provides the customer with an Ethernet LAN/WAN extension/circuit of their Customer Premise equipment (CPE) Ethernet interface(s) between two locations. The prices, terms and conditions under which the MEANS service is provided are governed by the Service Description attached hereto or as described in the applicable ISI Catalog.

1. The rates shown in this Order are the rates currently in effect. Any rate decreases will automatically be applied to the Monthly Charge. Rate increases in excess of the Monthly Charge shown on page 2 will not be applied.
2. The term for providing the MEANS service corresponds to the term payment plan selected by Customer on page 2. Upon completion of the MEANS Service term, the service will automatically convert to month-to month rates until Customer cancels or renews the MEANS Service.
3. If Customer terminates the MEANS service prior to the expiration of the term, Customer shall be liable to ISI for a percentage of the monthly charge, based on the term selected (see page 2) for each month remaining in the term from the date of termination. These charges will become due and payable immediately upon the effective date of termination.
4. If Customer cancels this Order prior to completion of the establishment of the MEANS Service, Customer shall be reimburse ISI for all expenses incurred in processing the Order and for the installation of the required equipment and facilities completed up to the date of cancellation.
5. The liability of ISI for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing the MEANS Service, and not caused by the negligence of Customer, shall in no event exceed an amount equivalent to the proportionate charge to Customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. No other liability shall in any case attach to ISI.
6. Customer shall not assign or otherwise transfer any rights or obligations under this Order without the prior written consent of ISI, which shall not be unreasonably withheld or delayed.
7. In the event of conflict or discrepancy between the provisions of this Order and the provisions of the Service Descriptions, the provisions of the Service Descriptions shall govern and control.

This Order and the tariff are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the MEANS Service.

CUSTOMER INITIALS: \_\_\_\_\_ DATE: \_\_\_\_\_



ISI Comm. INITIALS: \_\_\_\_\_ DATE: \_\_\_\_\_



**ISI METROPOLITAN AREA ETHERNET NETWORK SERVICE (MEANS)  
CONFIRMATION OF SERVICE ORDER**

Order Type: Renewal

Term Payment Plan: Twenty (20) Years

Service: Dark Fiber Lease

Diversity/Protection  (see attached diagram)

Requested Installation Date: \_\_\_\_\_

Number of Links: 6

Service Description Terms and Conditions:  
INFRASTRUCTURE IRU LEASE

Monthly Charge: \$ 0.00

Non-Recurring Service Charges: \$ 58,366.00

**NETWORK DIAGRAM IS REQUIRED WHEN ORDER INCLUDES DIVERSITY OR ROUTE PROTECTION**

Your signature acknowledges that you understand and accept the terms and conditions for ISI Metropolitan Area Ethernet Network Service (MEANS) and that you are authorized to make the commitments under this order

Customer

ISI COMMUNICATIONS, INC.

Authorized Customer Signature

Authorized ISI Signature

Print Name and Title

Print Name and Title

Date

Date

Kane County  
Company Name

719 South Batavia Avenue  
Billing Address

Geneva, IL 60134  
City, State, Zip

New  
Existing Billing Account Number (if applicable)

ISI Sales Representative:  
  
Mail Signed Original to:  
  
ISI Communications, Inc.  
Contracts Management  
5235 Central Avenue  
Western Springs, IL 60558

ISI Sales Person D Howard

Sales Code H562547

CUSTOMERS REQUESTING TERMINATION OF SERVICES (OTHER THAN MONTH TO MONTH) PRIOR TO THE EXPIRATION DATE WILL BE CHARGED A TERMINATION WHICH IS CALCULATED AS FOLLOWS:

TPP MONTHLY RATE X MONTHS REMAINING X 75% (TERMINATION PERCENTAGE)

ALL RULES AND REGULATIONS PERTAINING TO THE SERVICES PROVISIONED HEREIN, ARE CONTAINED IN APPLICABLE SERVICE DESCRIPTION. SHOULD ANY PORTION OF THIS CONFIRMATION OF SERVICE ORDER CONFLICT WITH THE APPLICABLE SERVICE DESCRIPTION, THE SERVICE DESCRIPTION WILL GOVERN. SIGNATURE ABOVE INDICATES SIGNOR HAS READ AND AGREES TO THE TERMS AND CONDITIONS POSTED ON THE ISI WEBSITE <http://www.dntp-ip.com/Documentation.html> GOVERNING THE ISI SERVICE PURCHASED.



**ISI Confirmation of Service Order  
(MEANS)**

**ATTACHMENT A**

**Service Address and Pricing**

(Double-click on sheet below to populate cells)

SERVICE ADDRESS	SERVICE DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
NETPOP 1, 505 Innovation Drive, West Chicago, IL 60185, Cab# RR-01	Dark Fiber Strands	6	\$incl	\$incl
NETPOP 1, 505 Innovation Drive, West Chicago, IL 60185, Cab# RR-01	Fiber X-connection	6	\$incl	\$incl
	Select One		\$	\$
	Select One		\$	\$
	Select One		\$	\$
	Select One		\$	\$
	Select One		\$	\$
	Select One		\$	\$
	Select One		\$	\$
	Select One		\$	\$
	Select One		\$	\$
	Select One		\$	\$
	Select One		\$	\$
<b>MONTHLY TOTAL</b>				<b>\$0.00</b>

The following one-time, nonrecurring charges apply:

**Non-Recurring (Installation) Charges:**

	QUANTITY	UNIT PRICE	EXTENDED PRICE
Service Order Charge (applies to subsequent Service changes)	1	\$waived	\$waived
Fiber Cross Connection Installation	1	\$waived	\$waived
Special Construction Charges (for facilities and outside plant construction and deployment when indicated as referred to in Attachment B.	20	\$waived	\$58,366.00
<b>TOTAL</b>			<b>\$58,366.00</b>

Additional Considerations Incorporated into this Agreement:

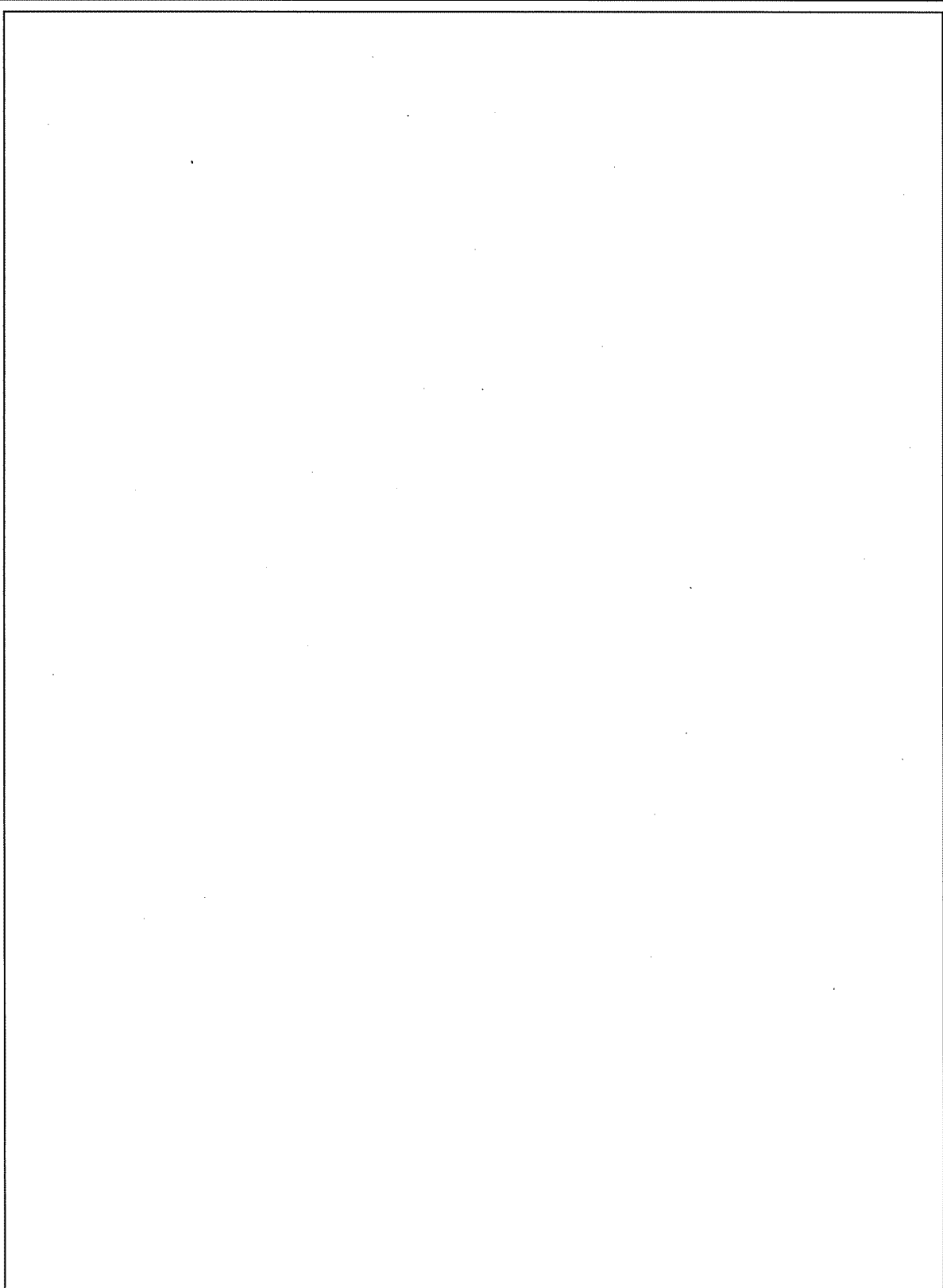
The above pricing is reflects services for Kane County Government, for dark fiber optic IRU terms detailed in Attachment B of this renewal Agreement over a term of 20 years.

CUSTOMER INITIALS: \_\_\_\_\_ DATE: \_\_\_\_\_

ISI INITIALS: \_\_\_\_\_ DATE: \_\_\_\_\_



Network Diagram (if applicable)







**The APPENDED "ISI CONFIRMATION OF SERVICE ORDER TERMS" ARE INCORPORATED AND MADE PART OF THIS "CONFIRMATION OF SERVICE ORDER AGREEMENT."**

By executing this Service Order Agreement (with its appended "ISI Confirmation of Service Order Terms" and other Documents, if applicable) ("CSO"), Customer is requesting, and agrees to pay for, the Service(s) identified herein and to be bound by the "General Terms and Conditions" and applicable "Supplemental Product Terms and Conditions" (Including "Additional Definitions" and "Miscellaneous Charges") (collectively, "Terms and Conditions") located at www.isicomunications.com, unless those Terms and Conditions are permitted to be and, in fact, are expressly superseded by terms and conditions, including rates and charges, contained in this CSO. It is the intent of the parties to incorporate via reference into this CSO all applicable website terms and conditions located at www.isicomunications.com , as they may be modified from time to time consistent with this CSO.

Customer shall pay the "Grand Order Totals" of charges set forth above, which amounts in all instances are exclusive of taxes, surcharges, and fees to be imposed by ISI including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities either shown as Miscellaneous Charges or imposed by operation of law.

If there are any discrepancies between the Grand Order Totals of charges shown above and charges appearing elsewhere in this Agreement, the Grand Order Total of charges shall be controlling.

Customer authorizes ISI to acquire from third parties any credit information, Customer Proprietary Network Information ("CPNI"), or other information necessary for ISI to establish Customer's account and provision and maintain Service.

Customer shall furnish such executed "letters of agency" to ISI or its designee as may be required in connection with Service.

If a "Master Service Agreement" ("MSA") exists between Customer and ISI and is in effect as of the date of this CSO, Service will be furnished pursuant to such MSA, except that the charges set forth in this CSO shall apply. If said MSA or does not include the applicable product Exhibit for the Service requested, the Terms and Conditions set forth at www.isicomunications.com and incorporated herein will apply to the Service.

The undersigned represents that he/she is authorized to enter into this CSO on behalf of Customer.

Customer must sign (and if applicable, check and initial immediately below its acknowledgement and receipt of the Documents shown) and deliver this CSO, without modification, to ISI within thirty (30) days of the "Date" (not the "Request Service Date") set forth at Page 1 and 2 hereof, or ISI may decline to provide the Service offered.

Customer: County of Kane

ISI Communications, Inc.

\_\_\_\_\_  
Authorized Customer Representative Signature

\_\_\_\_\_  
Authorized ISI Signature

\_\_\_\_\_  
Authorized Customer Name

\_\_\_\_\_  
Authorized ISI Name

\_\_\_\_\_  
Authorized Customer Title

\_\_\_\_\_  
Authorized ISI Title

\_\_\_\_\_  
Date Signed by Customer

\_\_\_\_\_  
Date Signed by ISI



## ISI Confirmation of Service Order ATTACHMENT B

Special Provisions are made part of this Agreement and will have the following specifications and terms of use:

Dark Fiber – 6 strands of Dark Fiber – one segment extending from the DNTP NETPOP to the north manhole (HH-01) of the DNTP microduct route, and one segment extending from the DNTP NETPOP to the southernmost manhole (HH-13) of the DNTP microduct route. Additionally, the price includes cross-connection of six (6) dark fibers from the NETPOP Fiber termination cabinet to a cabinet location within the DNTP NETPOP.

Collocation Service – ½ lockable enclosed data cabinet with 20A of power, environmental conditioning, battery and diesel generator back-up. The calculations for such use is shown below and included in the pricing of this Agreement:

Number of Fiber Strands	Distance of Fiber (in mi.)	Price / fiber/mile per year	Number of Years - IRU	Total Cost of IRU for Term
6	1.7	\$750.00	20	<b>\$153,000.00</b>
Collocation		Cost per	Months	Total Cost
One Time Cost		Month		
\$1,300.00		\$925.00	120	<b>\$112,300.00</b>
<b>Total cost for fiber Lease and Collocation (Priced Regularly)</b>				<b><u>\$265,300.00</u></b>

<b>IRU for 12 strands of Dark Fiber and 1/2 rack and 20A power</b>	<b>\$58,366.00</b>
Reflects an 78% discount from regular pricing and includes power, and cross connects for up to four (4) fibers	