

LEGAL DEPARTMENT

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150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158

MEMORANDUM OF UNDERSTANDING
AND
AGREEMENT

This Memorandum of Understanding and Agreement (“MOU”) is made by and between the County of Will ("County"), a body corporate and politic, and the City of Joliet ("City"), an Illinois home-rule municipality, collectively referred to as the “Parties” herein.

SECTION 1: Authority.

This Agreement is entered into pursuant to the authority granted under the Illinois Counties Code, specifically 55 ILCS 5/5-1005, 55 ILCS 5/5-11001, the Illinois Municipal Code, 65 ILCS 5/11-71-1, the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. and Article VII, Section 10, of the Illinois Constitution.

SECTION 2: Term of Agreement.

This Agreement will become effective upon execution of said Agreement and shall continue for a term of fifty (50) years, or until the City ceases or abandons the intended use of the easement, whichever occurs first.

SECTION 3: Detailed Services.

The City and the County have worked cooperatively and collaboratively to determine the path of least impact to the public for the installation of fiber conduit within the City. This conduit will complete the connection between the Gateway Transportation Center and City Hall and allow direct communication and camera feeds between the facilities. The easement allows most of the fiber conduit run to be placed outside of the existing right-of way and prevents conflicts with other existing utilities.

The County hereby grants the City a public utility easement (“easement”) located north of the existing right-of-way of Washington Street between Chicago Street and Scott Street, for the permanent installation and maintenance of fiber conduit into the existing IT fiber cabinet at the County parking lot located west of Union Station, more fully described in the Plat of Easement attached as Exhibit A.

The County shall have the opportunity to install and maintain fiber within the City's conduit under a separate, future agreement, for County projects as needed, with notice to the City.

SECTION 4: Payment.

All expenses associated with the installation, maintenance, and replacement of said City-owned conduit and fiber within the easement, shall be borne by the City without reimbursement from the County. The City further agrees to restore, without reimbursement from the County, all seedlings, trees, and landscaping plants disturbed during the installation, maintenance, or replacement of City-owned conduit and fiber within the easement.

All expenses associated with the installation, maintenance, and replacement of said County-owned fiber within the easement, shall be borne by the County, or as dictated by a separate, future agreement.

SECTION 5: Indemnification and Hold Harmless.

The parties shall mutually agree to defend, indemnify and hold the parties, their officers, employees and agents harmless from and against any and all damage, loss, cost or expense (including reasonable attorney's fees and court costs) and any liability therefore which may be incurred or sustained by the parties, their officers, employees or agents caused in whole or in part by any misrepresentation, willful or negligent act or omission whatsoever arising out of or resulting from the installation and maintain of conduit, except to the extent that such damage, loss, cost, expense or liability directly results from any misrepresentation or willful or wanton act or omission of the parties and their officers, employees, or agents. The obligations described herein shall not be construed to negate, abridge or otherwise reduce any other obligation or indemnity, or any immunity of defense that would otherwise exist as to any other party or person described in this Agreement.

SECTION 6: Severability.

The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is deemed by any court of competent jurisdiction to be unenforceable, that provision shall be deemed severable, and the Agreement may be enforced with a provision severed or as modified by the court.

SECTION 7: Governing Law.

This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed therein.

SECTION 8: Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original

SECTION 9: Notices.

All notices, demands, and requests required or permitted under the terms of this Agreement shall be in writing and shall be given or sent to:

For the County of Will:

Will County Executive
The County of Will
302 N. Chicago Street
Joliet, IL 60432

And,

The Will County State's Attorney's Office
Attn: Civil Division Chief
57 N. Ottawa St.
Joliet, IL 60432

For the City of Joliet:

City of Joliet
Attn: Legal Department
150 W. Jefferson Street
Joliet, IL 60432

SECTION 10: Agreement Complete.

This written document contains the final and entire Agreement between the parties hereto and contains all of the terms and conditions agreed upon by the parties. No other Agreements, oral or otherwise, regarding the subject of this Agreement shall be deemed to exist or to bind the parties, it being the intent of the parties that neither shall be bound by any terms, conditions, or representation not herein written.

County of Will

City of Joliet

Jennifer Bertino-Tarrant
Will County Executive

H. Elizabeth Beatty
City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

Charles B. Pelkie, Jr.
County Clerk

Lauren O'Hara
City Clerk

Date: _____

Date: _____