

**ADDENDUM 2016**

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE DENTON INDEPENDENT SCHOOL DISTRICT  
AND UNIVERSITY OF NORTH TEXAS SYSTEM REGARDING  
FIBER OPTIC CABLE  
IN THE VICINITY OF EVERS ELEMENTARY AND DISCOVERY PARK**

**UNIVERSITY OF NORTH TEXAS SYSTEM, on behalf of itself and its component institution the University of North Texas** (hereinafter collectively referred to as “UNTS” or the University of North Texas shall be referred to in the singular as “UNT”), and the **DENTON INDEPENDENT SCHOOL DISTRICT** (hereinafter “DISD”) hereby compose this Addendum to their 2010 Interlocal Cooperation Agreement concerning placement, construction, maintenance, and usage of Fiber Optic Cable for data communication purposes within the legal boundaries.

WHEREAS, the 2010 Interlocal Cooperation Agreement coordinated the resources and efforts of UNTS and DISD to achieve one of their mutual goals, that being to interconnect their respective educational facilities within Denton County, Texas with fiber optic cable.

WHEREAS, the 2010 Interlocal Cooperation Agreement enabled DISD to construct four underground conduits for carrying fiber optic cables under the surface of a portion of UNTS real estate, and such network is now known as the UNTS/DISD Fiber Optic System.

WHEREAS, the 2010 Interlocal Cooperation Agreement restricts the usage of the UNTS/DISD Fiber Optic System to UNTS and DISD unless a third party’s usage is agreed to by UNTS and DISD.

WHEREAS, DISD has been approached by a commercial contractor requesting usage of one (1) conduit of Segment C and one (1) conduit of a portion of the end of Segment B of the fiber optic cable conduits. This commercial contractor, ZAYO, is seeking to install fiber optic cabling from the southern boundary of Denton County, Texas to and through the northern boundary, and request usage of UNTS/DISD Fiber Optic System for the sole purpose of traversing this area. DISD has agreed to allow this commercial contractor usage of a presently vacant conduit outside of the UNTS/DISD Fiber Optic System and seeks UNTS authorization to allow this commercial contractor usage of a vacant fiber optic cable conduit in Segment C and a portion of Segment B within the UNTS/DISD Fiber Optic System.

WHEREAS, the UNTS/DISD Fiber Optic System has a vacant, unused, fiber optic cable conduit, and the usage of such by a commercial entity will not infringe or diminish the usage or needs of UNTS or DISD.

**NOW THEREFORE**, UNTS and DISD, for and in consideration of the mutual covenants set forth in this Agreement do hereby agree as follows:

- I. All of the matters stated in the preamble of this Addendum are true and correct and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein.
- II. UNTS hereby consents and allows DISD to enter into an agreement with Zayo, a private commercial contractor, to permit Zayo to install fiber optic cabling within a vacant conduit in Segment C, and a vacant conduit in a portion of Segment B, solely for the purpose of traversing this area of the UNTS/DISD fiber optic system.

- III. Article II, Provision B of the 2010 Interlocal Cooperation Agreement regarding Segment C and a portion of Segment B control, right to use, and “break fix” repair and maintenance responsibility shall remain applicable to DISD, and, subject to any agreement Zayo may have with DISD, Zayo will have right to use and “break fix” repair and maintenance responsibility regarding its fiber optic cable.
- IV. DISD shall ensure by and through its agreement with Zayo that Zayo will indemnify and hold harmless UNTS from and against any intentional or negligent acts or omissions by Zayo, or its agents or contractors, and if ZAYO, or its agents or contractors, damage any portion of the UNTS/DISD Fiber Optic System while performing installation, maintenance, or other work then ZAYO shall be wholly responsible for the cost of repairs.
- V. Any and all provisions of the 2010 Interlocal Cooperation Agreement not specifically modified by this Addendum shall remain in full force and effect.
- VI. This Agreement may be executed in multiple original, facsimile, or PDF counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.

EXECUTED this, the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**UNIVERSITY OF NORTH TEXAS SYSTEM**

**DENTON INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
James Maguire, Vice Chancellor  
for Facilities Planning & Construction

By: \_\_\_\_\_  
Barbara Burns, President,  
Board of Trustees

**UNIVERSITY OF NORTH TEXAS**

**ATTEST:**

By: \_\_\_\_\_  
Bob Brown, CPA, Vice President  
for Finance and Administration

\_\_\_\_\_  
Dorothy Martinez, Secretary,  
Board of Trustees

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Alan Stucky, Senior Associate General Counsel  
University of North Texas System

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R.W. Stout, DISD Attorney