



To: Dr. Charles Johns
Board of Education

From: Dr. R.J. Gravel

Date: Monday, August 24, 2020

Re: Intergovernmental Agreement Reestablishing the the Northfield Township Technology Consortium

Recommendation

It is recommended that the Board of Education approve the Intergovernmental Agreement Reestablishing the Northfield Township Technology Consortium.

Background

On March 17, 2014, the Board of Education approved an intergovernmental agreement to establish the Northfield Township Technology Consortium. At that time, school districts 27, 28, 30, 225, and the Village of Northbrook agreed to partner with each other, “to secure wholesale pricing for Internet access bandwidth at a fraction of costs that other entities are paying.” Since establishment, our school district has managed the day-to-day operations of the network that serves internet services to each of its members. By leveraging fiber-optic connections provided by commercial vendors and the Village of Northbrook, Consortium members have benefited from a stable network with redundancy, a 99% uptime, and a minimal monthly service bill.

As the success of the low-cost bandwidth program became known, the Consortium has expanded to include additional community partners. While it has always been the intention to include all public school and municipal agencies across the region, geographical challenges have prevented some entities from being able to establish a physical connection to our network. Fortunately, recent construction and modernization efforts across our communities have resolved some of the challenges that once prevented participation in the Consortium.

In January 2020 the Board of Education adopted a revised intergovernmental agreement to provide access for the Glenview Park District and the Village of Glenview to participate in the consortium. Since that time we have received an additional request from the Village of Lincolnshire to participate. Recognizing that the more participants in the consortium, the lower the operational costs will be for Glenbrook, we are recommending that the Board of Education approve the Village of Lincolnshire’s membership.

**INTERGOVERNMENTAL AGREEMENT REESTABLISHING THE
NORTHFIELD TOWNSHIP TECHNOLOGY CONSORTIUM**

This Agreement is made and entered into by and between the BOARD OF EDUCATION OF GLENBROOK HIGH SCHOOL DISTRICT 225, an Illinois public school district (“School District 225”); the BOARD OF EDUCATION OF NORTHBROOK SCHOOL DISTRICT 27, an Illinois public school district (“School District 27”); the BOARD OF EDUCATION OF NORTHBROOK SCHOOL DISTRICT 28, an Illinois public school district (“School District 28”); the BOARD OF EDUCATION OF NORTHBROOK/GLENVIEW SCHOOL DISTRICT 30, an Illinois public school district (“School District 30”); the VILLAGE OF GLENVIEW, an Illinois municipal corporation (“Glenview”); the VILLAGE OF NORTHBROOK, an Illinois municipal corporation (“Northbrook”); the BOARD OF PARK COMMISSIONERS OF GLENVIEW PARK DISTRICT, an Illinois park district (“Glenview Park District”); the BOARD OF PARK COMMISSIONERS OF NORTHBROOK PARK DISTRICT, an Illinois park district (“Northbrook Park District”); and the GOVERNING BOARD OF NORTHBROOK PUBLIC LIBRARY, an Illinois public library (“Northbrook Public Library”) and the VILLAGE OF LINCOLNSHIRE, an Illinois municipal corporation (“Lincolnshire”) (hereinafter collectively referred to as the “Parties,” or individually as a “Party”).

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1970 and the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1et seq.) enables the parties to enter into agreements among themselves and provides authority for intergovernmental cooperation; and

WHEREAS, the Parties desire to establish a Consortium for purposes of obtaining internet access/services; and

WHEREAS, the Parties have determined that creating a Consortium will provide significant cost savings with respect to the purchase of internet services; and

WHEREAS, the Consortium is being formed pursuant to and in accordance with the E-Rate program of the Universal Service Fund, administered by the Universal Service Administrative Company (“USAC”) authorized by the *Federal Telecommunications Act of 1996*; and

WHEREAS, the Federal Communications Commission has determined that telecommunications services, internet access, and internal connections are eligible for discounted rates pursuant to the E-Rate program; and

WHEREAS, the Parties desire to designate the Board of Education of Glenbrook High School District 225 as the “Lead Agency” of the Consortium; and

WHEREAS, the Village of Glenview, the Glenview Park District, the Village of Northbrook, the Northbrook Public Library, the Northbrook Park District, and the Village of Lincolnshire are not or have elected to not be E-rate eligible and consequently must pay a higher proportionate share based upon a pre-E-rate amount.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

Section 1. Recitals

That the foregoing recitals are incorporated into and made part of this Agreement by reference as if fully set forth herein.

Section 2. Creation

- A. That the Parties hereby create the “Northfield Township Technology Consortium.”
- B. That the Board of Education of Glenbrook High School District 225 is hereby named the “Lead Agency” pursuant to E-Rate regulations.
- C. Each party to this Agreement shall be a Member of the Consortium.

Section 3. Effective Date

The effective date of this Agreement shall be September 1, 2020.

Section 4. Term

The term of this Agreement shall begin on September 1, 2020, and conclude on June 30, 2026. The agreement may be renewed for an additional term of five years, with the approval of each participant’s governing board.

Section 5. Cooperation

The Parties shall work cooperatively to obtain E-Rate funding and establish necessary internet access for all parties to this Agreement. The Parties hereby agree to execute any and all documents necessary to effectuate the terms and intent of this Agreement. Parties that are not eligible for, or choose not to participate in the E-Rate program will not be required to participate in the appropriate E-Rate application and submission process. However, those parties not participating in the E-Rate program will be charged the pre-discount E-Rate access fees.

The Parties will meet on an annual basis to review current and proposed services prior to the start of the fiscal year (July 1st). School District 225 will be responsible for coordinating the said meeting.

Section 6. Authority

School District 225 as the Lead Agency will identify and select one or more internet service providers that best meet the needs of the Consortium members, taking into consideration cost, quality, serviceability, and any and all factors deemed appropriate by the Consortium and its members.

Section 8. Contracting/Development

- A. School District 225 as the Lead Agency shall perform all services necessary for E-Rate funding, including but not limited to the annual filing of all necessary paperwork and any and all other actions otherwise required by USAC and the terms of this Agreement.
- B. School District 225 as the Lead Agency shall solely contract with the internet service provider(s) on behalf of the Consortium. The Parties to this Agreement will reimburse School District 225 monthly based upon each Party's pro-rata use of available bandwidth, as set forth in the membership and service status report, attached hereto and incorporated herein by reference, as well as the service cost formula attached hereto and incorporated by reference.
- C. The Parties acknowledge that School District 225 will be solely contracting with one or more internet service providers based upon the current bandwidth needs as established by the Consortium's Form 470. The reimbursement obligations of the Parties set forth herein are therefore absolute and unconditional for the term of the Agreement

Section 9. Withdrawal from Consortium

Any Party may withdraw from the Consortium at any time with notice to all other parties, however, such withdrawal shall not relieve the Party from its obligations to reimburse School District 225 for that Party's proportionate share as set forth in Exhibit A for the entire term of this Agreement.

Section 10. Additional Members

Additional qualified local governmental entities may be added to the Consortium if approved by all other of the then-existing members of the Consortium. Approval of additional members may be approved through majority consensus of the existing membership's designated representatives. The Parties acknowledge that USAC filing dates may vary from year to year and the timing of the admission of additional members seeking E-Rate funding shall be dependent upon the USAC calendar with respect to filing periods.

Section 11. Notices

All notices required or permitted under this Agreement shall be given by a regular United States mail to each party at the following addresses:

School Districts	
Board of Education Glenbrook High School District 225 3801 W. Lake Avenue Glenview, IL 60026	Board of Education Northbrook School District 27 1250 Sanders Road Northbrook, IL 60062
Board of Education Northbrook School District 28 1475 Maple Avenue Northbrook, IL 60062	Board of Education Northbrook/Glenview School District 30 2374 Shermer Rd. Northbrook, IL 60062

Municipal Agencies	
Board of Trustees Village of Glenview 2500 East Lake Avenue Glenview, IL 60026	Board of Trustees Village of Northbrook 1225 Cedar Lane Northbrook, IL 60062
Board of Trustees Village of Lincolnshire 1 Olde Half Day Road Lincolnshire, IL 60069	Board of Park Commissioners Glenview Park District 2400 Chestnut Avenue Glenview, IL 60026

Board of Park Commissioners
Northbrook Park District
333 Walters Avenue
Northbrook, IL 60062

Board of Trustees
Northbrook Public Library
1201 Cedar Lane
Northbrook, IL 60062

Section 12. Miscellaneous

- A. This Agreement represents the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement.
- B. Each Party hereby represents and warrants to all other Parties that the person executing this Agreement on its behalf has been properly authorized to do so and that all necessary corporate formalities have been adhered to.
- C. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.
- D. This Agreement shall be governed exclusively in accordance with the laws of the State of Illinois.
- E. This Agreement may only be amended or modified by written agreement of the Parties.
- F. The Members of the Consortium acknowledge that School District 225, as Lead Agency, is not providing internet services, but is simply contracting with one or more internet service providers on behalf of the Consortium. The Members of the Consortium, therefore, covenant and agree that School District 225 shall not be liable to any Member of the Consortium for interruption of services.

In Witness Whereof, the Parties have executed this Agreement on the dates set forth below.

**THE BOARD OF EDUCATION OF
GLENBROOK HIGH SCHOOL DISTRICT
NO. 225, Cook County, IL**

**THE BOARD OF EDUCATION OF
NORTHBROOK SCHOOL DISTRICT NO.
27, Cook County, IL**

By: _____
President

By: _____
President

Attest: _____
Secretary

Attest: _____
Secretary

Date: _____

Date: _____

**THE BOARD OF EDUCATION OF
NORTHBROOK SCHOOL DISTRICT NO.
28, Cook County, IL**

By: _____
President

Attest: _____
Secretary

Date: _____

**THE BOARD OF EDUCATION OF
NORTHBROOK/GLENVIEW SCHOOL
DISTRICT NO. 30, Cook County, IL**

By: _____
President

Attest: _____
Secretary

Date: _____

**THE BOARD OF TRUSTEES, VILLAGE OF
GLENVIEW, Cook County, IL**

By: _____
Village Manager

Attest: _____
Village Clerk

Date: _____

**THE BOARD OF TRUSTEES, VILLAGE OF
NORTHBROOK, Cook County, IL**

By: _____
Village Manager

Attest: _____
Village Clerk

Date: _____

**THE BOARD OF TRUSTEES, VILLAGE OF
LINCOLNSHIRE, Lake County, IL**

By: _____
Village Manager

Attest: _____
Village Clerk

Date: _____

**THE BOARD OF PARK
COMMISSIONERS, GLENVIEW PARK
DISTRICT, Cook County, IL**

By: _____
President

Attest: _____
Secretary

Date: _____

**THE BOARD OF PARK
COMMISSIONERS, NORTHBROOK PARK
DISTRICT, Cook County, IL**

**THE BOARD OF TRUSTEES,
NORTHBROOK PUBLIC LIBRARY, Cook
County, IL**

By: _____

President

Attest: _____

Secretary

Date: _____

By: _____

President

Attest: _____

Secretary

Date: _____

**Northfield Township Technology Consortium
Membership and Service Status**

Member Agencies

Agency Name	Service Start Date	Bandwidth Allocation	% of Allocation	E-Rate Eligible?
Glenbrook High School District 225	March 2013	15,400 Mbps	77.0%	Yes
Northbrook School District 27	September 2016	1,000 Mbps	5.0%	Yes
Northbrook School District 28	March 2014	500 Mbps	2.5%	Yes
Northbrook / Glenview School District 30	August 2014	500 Mbps	2.5%	Yes
		17,400	87.0%	

Agency Name	Service Start Date	Bandwidth Allocation	% of Allocation	E-Rate Eligible?
Village of Glenview	July 2020	500 Mbps	2.5%	No
Village of Northbrook	September 2016	100 Mbps	0.5%	No
Village of Lincolnshire	TBD 2020	500 Mbps	2.5%	No
Northbrook Public Library	October 2016	500 Mbps	2.5%	No
Glenview Park District	TBD	0 Mbps	0.0%	No
Northbrook Park District	October 2016	1,000 Mbps	5.0%	No
		2,600	13.0%	

Total Bandwidth 20,000

Northfield Township Technology Consortium
Monthly Operational Expenses (Does Not Include E-rate Consulting Services)

Fiber Transport

Service Provider	Description of Service	Monthly Cost	Agreement	Notes
Village of Northbrook	GBD / GBN to VH	\$0.00	Intergovernmental Agreement	Original Agreement
Crown Castle	GBN to GBS	\$5,500.00	120-month term for 10 GB / 8 strands of fiber	Addendum
Crown Castle	GBS and 350 Cermak, Chicago	\$2,000.00	120-month term for 10 GB (est. 3/2014)	Addendum
Crown Castle	GBN and 427 LaSalle, Chicago	\$2,500.00	120-month term for 10 GB (est. 9/2015)	Addendum
Crown Castle	Taxes	\$27.50		
		<u>\$10,027.50</u>		

Bandwidth

Service Provider	Description of Service	Monthly Cost	Agreement	Notes
Crown Castle	GBS and 350 Cermak, Chicago			
Crown Castle	GBN and 427 LaSalle, Chicago	\$2,525.00	60-month term for 2 x 10 GB Internet Access	
Crown Castle	350 Cermak Cross Connect			
Crown Castle	427 LaSalle Cross Connect			
		<u>\$2,525.00</u>		

Other Expenses

Service Provider	Description of Service	Monthly Cost	Agreement	Notes
BTU Consultants, LLC	E-rate Consulting	\$371.67		
		<u>\$371.67</u>		

Network Protection Costs

Service Provider	Description of Service	Monthly Cost	Agreement	Notes
Glenbrook / Palo Alto	Premium Support Subscription	\$2,300.13	60-month term for 2 Firewalls (exp. 1/30/2025)	
Glenbrook / Palo Alto	Threat Prevention Subscription	\$1,738.95	60-month term for 2 Firewalls (exp. 1/30/2025)	
Glenbrook / Palo Alto	WildFire Subscription	\$1,738.95	60-month term for 2 Firewalls (exp. 1/30/2025)	
Glenbrook / Palo Alto	Panorama Subscription	\$109.77	60-month term for 2 Firewalls (exp. 1/30/2025)	
Crown Castle	Always-On DDoS Protection	\$1,875.00	60-month term for 2 x 10 GB Internet Access	
		<u>\$7,762.80</u>		

Transport, Bandwidth, and Other Costs **\$12,924.17**

Network Management Costs **\$7,762.80**

Total Costs **\$20,686.97**

Northfield Township Technology Consortium
Billing for July 1, 2020 - June 30, 2021

Service Cost Formula

The below stated service costs have been determined based on projected operations expenses for fiscal year 2020-21.

	Bandwidth and Transport	Network Protection	Total Extended Costs
<u>Calculation for Non-Eligible E-Rate Agencies</u>			
Monthly Bandwidth, Transport, and Other Costs	\$12,924.17		
Monthly Network Protection Costs		\$7,762.80	
÷ 20,000 Mbps	\$0.65	\$0.39	\$1.03
 Monthly Non-Eligible E-Rate Participant Costs			
- 500 Mbps for Village of Glenview	\$323.10	+ \$194.07	= \$517.17
- 100 Mbps for Village of Northbrook	\$64.62	+ \$38.81	= \$103.43
- 500 Mbps for Village of Lincolnshire	\$323.10	+ \$194.07	= \$517.17
- 500 Mbps for Northbrook Public Library	\$323.10	+ \$194.07	= \$517.17
- 0 Mbps for Glenview Park District	\$0.00	+ \$0.00	= \$0.00
- 1,000 Mbps for Northbrook Park District	\$646.21	+ \$388.14	= \$1,034.35
<u>2,600</u>	<u>\$1,680.14</u>	<u>\$1,009.16</u>	<u>\$2,689.31</u>
 <u>Calculation of Monthly E-Rate Eligible Charges</u>			
Total Monthly Operational Cost	\$12,924.17		
- Monthly Non-Eligible E-Rate Participant Costs	\$1,680.14		
= Total Monthly E-Rate Eligible Charges	<u>\$11,244.03</u>		
 <u>Calculation for E-Rate Eligible Agencies</u>			
Total Monthly E-Rate Eligible Charges	\$11,244.03		
- Total E-rate Discount for Eligible Charges	\$4,497.61		\$4,497.61
= Post-Discount Operational Cost	\$6,746.42		<u>\$4,497.61</u>
÷ 17,400 Mbps	\$0.39		
 Monthly E-Rate Participant Costs			
- 15,400 Mbps for Glenbrook HSD 225	\$5,970.97	+ \$5,977.36	= \$11,948.32
- 1,000 Mbps for Northbrook SD 27	\$387.73	+ \$388.14	= \$775.87
- 500 Mbps for Northbrook SD 28	\$193.86	+ \$194.07	= \$387.93
- 500 Mbps for Glenview / Northbrook SD 30	\$193.86	+ \$194.07	= \$387.93
<u>17,400</u>	<u>\$6,746.42</u>	<u>\$6,753.64</u>	<u>\$13,500.05</u>
Total Allocated Mbps	20,000	\$7,762.80	\$20,686.97
	\$20,686.97		