



To: Dr. Charles Johns
Board of Education

From: Dr. R.J. Gravel

Date: Monday, January 13, 2020

Re: Intergovernmental Agreement Establishing the Creation of the Northfield Township Technology Consortium

Recommendation

It is recommended that the Board of Education approve the Intergovernmental Agreement Establishing the Creation of 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. Most recently, the Northbrook Park District and the Northbrook Public Library became members of the Consortium in October 2016. While it has always been the intention to include all public school and municipal agencies, geographical challenges have prevented some entities from being able to establish a physical connection to our network. Fortunately, recent construction and modernization efforts across the Glenview community have resolved some of the challenges that once prevented their participation in the Consortium.

In conjunction with the renovation of the Glenview Ice Center, the Glenview Park District will be installing an underground fiber-optic connection to our Glenbrook Off Campus facility. This connection will enable the Glenview Ice Center, and potentially all of the Glenview Park District facilities to receive internet services through the Consortium’s bandwidth program. Additionally, the Village of Glenview has installed two wireless point-to-point links connecting Fire Station 8 to the District Administration Building, and one from Fire Station 7 to Glenbrook North High School. These connections will enable all of the Village of Glenview facilities to receive internet services through the Consortium’s bandwidth program. Recognizing that the Glenview Park District and the Village of Glenview connections will soon be completed, a revised intergovernmental agreement has been developed to formalize the membership in the Consortium for both agencies.

**INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE CREATION OF
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”) (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 and the Northbrook Park District 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 March 1, 2020.

Section 4. Term

The term of this Agreement shall begin on March 1, 2020, and concluding on June 30, 2023.

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.

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. 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 Park Commissioners
Glenview Park District
2400 Chestnut Avenue
Glenview, IL 60026

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

Board of Park Commissioners
Northbrook Park District
333 Walters Avenue
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 had 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**

By: _____
President

Attest: _____
Secretary

Date: _____

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

By: _____
President

Attest: _____
Secretary

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: _____
President

Attest: _____
Secretary

Date: _____

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

By: _____
President

Attest: _____
Secretary

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

By: _____
President

Attest: _____
Secretary

Date: _____

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

By: _____
President

Attest: _____
Secretary

Date: _____