



To: Dr. Mike Riggle
Board of Education

From: Dr. R.J. Gravel

Date: Wednesday, February 17, 2016

Re: Intergovernmental License Agreement with the Village of Northbrook for Hosting Information Technology Equipment

Recommendation

It is recommended that the Board of Education approve the Intergovernmental License Agreement between the Village of Northbrook and the district for the hosting of information technology equipment in the Village Hall data center.

Background

As part of the FY2016 budget, the Board of Education approved an upgrade of our network's internal backbone. To perform the upgrade, the district acquired and installed new core switches for use at each site that connects our facilities together. By implementing two new switches at each site in our network (Glenbrook North High School, Glenbrook South High School, the Off-Campus facility, and the Northbrook Village Hall), we are able to establish two persistent, independent connections to serve as the backbone of our network. The redundant connections, each traveling a different path within our fiber ring, provide greater stability (should a site or switch experience an outage), and ultimately a more reliable network experience for all of our users in the district, and throughout the Northfield Township Technology Consortium.

Prior to the upgrade of our internal network, the district maintained passive connections in the Northbrook Village Hall's data center relying on fiber optic patch cables to connect our facilities, and consortium members to one another. As part of the upgrade, we will transition the existing passive connections to managed connections, through the installation of two network switches in the municipal data center. The switches will be managed by our network team remotely, and will enable our team to provide additional services to our current and future Consortium members.

After discussions between the Village of Northbrook and the district, it was determined that a new intergovernmental agreement should be developed, formally establishing an agreement for the installation, maintenance, and operation of the recently installed network switches. In exchange for the facility services provided by the Village, the district has agreed to provide back-up Internet service to the Village at no charge.

We have submitted the proposed agreement to our legal counsel (Christopher Petrarca of Hauser Izzo, LLC) for his review, and have received a revised agreement. Additionally, Mr. Boron and Mr. Doughty have reviewed the agreement, and submitted revisions for consideration in the draft included with this memo.

**INTERGOVERNMENTAL LICENSE AGREEMENT
BY AND BETWEEN THE VILLAGE OF NORTHBROOK
AND NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225
FOR HOSTING OF INFORMATION TECHNOLOGY EQUIPMENT**

THIS AGREEMENT is made as of _____, 2016 ("**Effective Date**") by and between the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation ("**Village**"), and **NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225** ("**District**"), an Illinois School District (collectively, the "**Parties**"). In consideration of the mutual promises of the Parties hereto made each to the other and other good and valuable consideration, the Village and the District hereby agree as follows:

SECTION 1. BACKGROUND.

A. Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government and school districts to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities.

B. The Parties maintain and operate a fiber optic infrastructure and related facilities for the shared use of the Village, the District, and other public entities ("**I-Net**").

C. The District has requested that the Village grant the District a license to install, maintain, and operate network switches in the Village's Data Center located within the Village Hall and the Village has agreed to grant such a license in accordance with the terms and conditions set forth herein.

SECTION 2. LICENSE.

A. License. The Village hereby grants the District a non-exclusive license during the term of this Agreement to install, maintain, and operate the Equipment (as defined in Section 2.B below) ("**License**") within the existing Data Center of the Village's Village Hall located at 1225 Cedar Lane, Northbrook, Illinois, 60062 ("**Licensed Premises**") for the purpose of providing improved data and telecommunications service to the District through the I-Net.

B. Equipment. The District will be permitted to install the data and telecommunications network switches and associated equipment more specifically described in **Exhibit A** attached hereto ("**Equipment**") on the Licensed Premises using the existing electrical and data service located therein, as the same may be modified or enhanced from time to time. The District will install the Equipment in a manner that satisfies all applicable standards, conditions, and requirements of the following:

1. equipment manufacturer's guidelines,
2. interconnecting regulations of the facility providing direct connect fiber service,
3. Underwriters Laboratories, Inc., and

4. the Municipal Code of the Village of Northbrook (1988), as amended.

The District may place and maintain on the Equipment, any plate, logo, label, or other writing the District deems appropriate. The License granted herein shall allow the District to repair, replace, or upgrade the Equipment as may be necessary from time to time, provided that such repairs, replacements, or upgrades shall not exceed the original footprint of the Equipment without the express consent of the Village Manager or his designee, the Village's Chief Information Officer ("**CIO**").

C. Utilities. The Village will provide the following services to allow the District to install, maintain, and operate the Equipment on the Licensed Premises at no additional cost:

1. **Data Access.** The Village will allocate fiber connections necessary to provide data service between the I-Net and the Equipment.
2. **Electrical Power.** The Village will provide electrical power to the Equipment as well as back-up electrical power service to the same level as the Village's own network equipment. The electrical service for the Equipment will not be separately metered.
3. **Climate Control.** The Village will provide climate control appropriate for the operation of network servers and switches.

The Village does not make any warranties or representations as to the reliability or capacity of the Utilities that will be provided for the Equipment.

D. Access to License Premises. The District acknowledges that the Licensed Premises is located within a secure building dedicated to the operation of the Village and that the District and its employees, contractors, and agents will only be allowed supervised access to the Licensed Premises during regular work hours (Monday through Friday 8:30 am – 4:30 pm) ("**Regular Work Hours**") or as otherwise set forth herein.

1. **Initial Installation.** The District, its employees, contractors, and agents shall be provided access to the Licensed Premises for the purpose of delivering, installing, and testing the Equipment during Regular Work Hours unless otherwise directed by the Village Manager or the CIO.
2. **Maintenance, Repair, Replacement and Upgrades.** The District, its employees, contractors, and agents shall be provided access to the Licensed Premises for the purpose of maintaining, repairing, replacing, and upgrading the Equipment only during Regular Work Hours. The District will provide the CIO with no less than 48 hours' notice of its need to access the Licensed Premises, except in bona fide emergencies that could result in casualty or loss to the District and/or the Village, in which case the District will provide as much advanced notice as is practicable.

E. No Warranty. The Village makes no warranty, express or implied, that the Licensed Premises are suitable for any particular purpose or that they are free from any defect or hazard. The District accepts the Licensed Premises in an "as-is" condition.

SECTION 3. DISTRICT OBLIGATIONS.

A. Alternate Data Service. In consideration for the License granted herein, the District will provide the Village with back-up Internet service through I-Net at no cost in the event that the Village's primary Internet service becomes temporarily unavailable. The Village Manager, or the CIO shall inform the District of the need for such back-up service as soon as is practicable and shall inform the District as soon as practicable when the temporary unavailability of the Village's primary Internet service ends. The District makes no warranty, express or implied, that the alternate data service described in this Section 3.A will be suitable for any particular purpose or that it will be free from any defect or hazard.

B. District Personnel. The Village shall have the right to bar any District employee, contractor, or agent from its Property for violation of this Agreement or any Village, state, or federal statute, ordinance, regulation, or policy.

C. Ownership and Maintenance of Equipment. All right, title, and ownership to the Equipment will remain with the District. The District will be solely responsible for the maintenance, repair, replacement, and removal of the Equipment.

D. Risk of Loss. The Equipment shall be held at all times at the sole risk of the District, which shall carry the insurance coverage required by Section 3.E, and, at the District's discretion, whatever additional insurance coverage the District deems appropriate to protect itself from injury, loss, or destruction.

E. Insurance. Contemporaneous with the execution of this Agreement, the District shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in this Section 3.E Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class IX or better, in Best's Insurance Guide. If, at any time during the term of this Agreement, the District is unable to maintain coverage from a company with the required rating or financial size category, it shall be required to submit to the Village a written request for approval of such lesser coverage explaining why it cannot satisfy the requirements of this Section 3.E. During the entire term of this Agreement, the District shall maintain in full force and effect, these insurance coverages, with the Village named as an additional insured, but only as to risks assumed by the District pursuant to Section 3 of this Agreement:

TYPE	LIMITS
Workman's Compensation	As required by State of Illinois
Public Liability &	\$ 1,000,000 per person
Casualty/Property Damage	\$ 1,000,000 annual aggregate

Each additional insured endorsement shall identify the Village as follows: Village of Northbrook, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants and representatives.

F. No Interference. The Equipment and any work conducted by the District to install, maintain, or operate the Equipment on the Licensed Premises may not interfere with the

Village's day-to-day operations, or the operation of the I-Net (collectively, "**Interference**"). Any such Interference will be deemed a violation of the terms of this Agreement and must be rectified by the District no later than 48 hours after receipt of notice from the Village. Failure to rectify the Interference will be deemed grounds for termination of this Agreement.

SECTION 4. INDEMNIFICATION. The District shall indemnify, save harmless, and defend the Village, its boards, committees, commissions, officers, agents and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the existence of this License Agreement and the installation, maintenance, or operation of the Equipment on the Licensed Premises or any act or omission of the District whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the District, except to the extent caused by the sole negligence of the Village.

SECTION 5. TERM. This Agreement and the License granted herein shall be valid and effective commencing on the date set forth in the first paragraph of this Agreement for a term of one year from the Effective Date, which term shall automatically be renewed for additional one year terms unless and until one of the Parties provides the other Party with its intent to terminate the Agreement no less than 30 days before the anniversary of the Effective Date.

SECTION 6. TERMINATION.

A. The Village may terminate this Agreement and the License granted herein prior to the end of the Term set forth in Section 5 upon the occurrence of the following:

1. The District's non-compliance with any provision of this Agreement, and failure to cure such non-compliance within seven days after written notice of the District's non-compliance by the Village;
2. The District's failure to rectify any Interference in the manner set forth in Section 3.G;
3. For convenience at the sole discretion of the Village and upon 90 days' advance written notice to the District; or
4. Upon the mutual agreement of the Parties.

B. The District may terminate this Agreement and the License granted herein prior to the end of the Term set forth in Section 5 upon 30 days' advance written notice to the Village.

C. Upon termination of this Agreement, the District must remove the Equipment from the Licensed Premises no later than seven days after termination, unless otherwise permitted by the Village. The Village will allow the District to enter the Licensed Premises during Regular Work Hours to remove the Equipment. The District will remove the Equipment in the manner that will cause minimal disruption to the Village and the District will be responsible for the repair of any damage maliciously or negligently caused by the District during removal. The District will repair, to the best of its ability, damage caused by the District during removal, ordinary wear and tear excepted.

SECTION 7. ASSIGNMENT. The District may not assign this Agreement, or the License granted herein, in whole or in part, without the express written consent of the Village. Any assignment without such written consent shall, at Village's option, be deemed to be void and of no force or effect. Notwithstanding any assignment or subletting, the District shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants or conditions of this Agreement.

SECTION 8. GENERAL PROVISIONS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid only to the extent they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.A, each Party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to Village shall be addressed to, and delivered at, the following address:

Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062
Attn: Village Manager

Notices and communications to the District shall be addressed to, and delivered at, the following address:

Northfield Township High School District 225
3401 West Lake Avenue
Glenview, Illinois 60025
Attn: Superintendent of Schools

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. Neither Party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of either Party to exercise at any time any right

granted to it shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Party's right to enforce that right or any other right.

E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgment, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgment, or similar indication of assent shall be in writing.

F. Governing Law. This Agreement shall be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Severability. It is hereby expressed to be the intent of the Parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

J. Rules of Construction

- 1. Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.
- 2. Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
- 3. Calendar Days.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal or state holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal or state holiday.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with applicable law.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules or regulations that may occur in the future.

M. Authority to Execute. Village hereby warrants and represents to the District the persons executing this Agreement on its behalf have been properly authorized to do so by the President and Board of Trustees of the Village. The District hereby warrants and represents to Village the persons executing this Agreement on its behalf have been properly authorized to do so by the Board of Education of the District.

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, Village has caused this Agreement to be executed by its Village Manager and attested by the Village Clerk of the Village of Northbrook, and District has caused this Agreement to be executed by the Superintendent of Schools of District, as of the day and year first above written.

VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation

NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225 ("*District*"), an Illinois School District

By: _____
Richard A. Nahrstadt, Village Manager

By: _____

ATTEST:

ATTEST:

By: _____
Debra J. Ford, Village Clerk

By: _____

(SEAL)

(SEAL)

EXHIBIT A

DISTRICT EQUIPMENT MANIFEST

(2) HP 5900AF-48XG-4QSFP + Switch (JC772A)

I/O ports and slots
48 fixed 1000/10000 SFP+ ports
4 QSFP+ 40GbE ports

Power supplies
2 power supply slots
1 minimum power supply required (ordered separately)

Fan tray
2 fan tray slots

Physical characteristics
17.32(w) x 25.98(d) x 1.72(h) in. (43.99 x 65.99 x 4.37 cm)
28.66 lb (13 kg) shipping weight

Environment
Operating temperature: 32°F to 113°F (0°C to 45°C)
Operating relative humidity: 10% to 90%, noncondensing
Acoustic Low-speed fan: 65.7 dB, High-speed fan: 70.6 dB

Electrical characteristics
Frequency: 50/60 Hz
Maximum heat dissipation: 887 BTU/hr (935.79 kJ/hr)
AC voltage: 100–240 VAC
Maximum power rating: 260 W
Idle power: 200 W

Emissions
VCCI Class A; EN 55022 Class A; ICES-003 Class A; ANSI C63.4 2003; AS/NZS CISPR 22
Class A; EN 61000-3-2:2006; EN 61000-3-3:1995 +A1:2001+A2:2005; EMC Directive
2004/108/EC; FCC (CFR 47, Part 15) Class A

Immunity
Generic: ETSI EN 300 386 V1.3.3
EN: EN 55024:1998+ A1:2001 + A2:2003
ESD: EN 61000-4-2; IEC 61000-4-2
Radiated: EN 61000-4-3; IEC 61000-4-3
EFT/Burst: EN 61000-4-4; IEC 61000-4-4
Surge: EN 61000-4-5; IEC 61000-4-5
Conducted: EN 61000-4-6; IEC 61000-4-6
Power frequency magnetic field: IEC 61000-4-8; EN 61000-4-8
Voltage dips and interruptions: EN 61000-4-11; IEC 61000-4-11
Harmonics: EN 61000-3-2; IEC 61000-3-2
Flicker: EN 61000-3-3; IEC 61000-3-3