

**INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE CREATION OF  
THE NORTHFIELD TWP TECHNOLOGY CONSORTIUM**

This Agreement is made and entered into by and between the BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP 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") and the VILLAGE OF NORTHBROOK, an Illinois municipal corporation ("Northbrook") (hereinafter collectively referred to as the "Parties").

**WHEREAS**, Article 7, Section 10 of the Illinois Constitution of 1970 and the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 et. seq.) enables the parties hereto 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 Northfield Township High School District 225 as the "Lead Agency" of the consortium.

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 TWP Technology Consortium."
- B. That the Board of Education of Northfield Township 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 \_\_\_\_\_.

**Section 4. Term**

The term of this Agreement shall be three (3) years, beginning on \_\_\_\_\_ and concluding on \_\_\_\_\_.

**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.

**Section 6. Authority**

Each party to this Agreement shall designate one (1) individual to act on its behalf for purposes of implementing the terms of this Agreement.

**Section 7. Internet Service**

The Consortium Lead Agency will identify and select one or more internet service providers that best meets the needs of the Consortium members, taking into consideration cost, quality, serviceability, and any and all other 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

parties pro-rata use of available bandwidth, as set forth in Exhibit A attached hereto and incorporated herein by reference.

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 Consortiums Form 470. The reimbursement obligations of the Parties set forth herein are therefore absolute and unconditional for the term of this 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 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's 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:

Board of Education of Northfield  
Township High School District 225  
Attn.: Supt. Dr. Michael Riggle

Board of Education of Northbrook  
School District 27  
Attn.: Supt. Dr. David J. Kroeze

3801 W. Lake Ave. (Suite 200)  
Glenview, IL 60026

1250 Sanders Road  
Northbrook, IL 60062

Board of Education of Northbrook  
School District 28  
Attn.: Supt. Dr. Larry Hewitt  
1475 Maple Avenue  
Northbrook, IL 60062

Board of Education of Northbrook/  
Glenview School District 30  
Attn.: Supt. Dr. Edward Tivador  
2374 Shermer Road  
Northbrook, IL 60062

The Village of Northbrook  
Attn. Village Manager  
1225 Cedar Lane  
Northbrook, IL 60062

## **Section 12. Miscellaneous**

### **A. Entire Agreement**

This Agreement represents the entire agreement between the Parties and supersedes any prior understanding or representation of any kind proceeding the date of this Agreement.

### **B. Authority**

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. Severability**

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. Governing Law**

This Agreement shall be governed exclusively in accordance with the laws of the State of Illinois.

**E. Amendments/Modifications**

This Agreement may only be amended or modified by written agreement of the Parties.

**F. Limitation of Liability**

The Members of the Consortium acknowledge that School District 225 as the Lead Agency is not providing internet services, it 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 an interruption of services.

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

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

By: \_\_\_\_\_  
President

Attest:

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
President

Attest:

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

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

**By:** \_\_\_\_\_  
**President**

**Attest:**

**By:** \_\_\_\_\_  
**Secretary**

**Date:** \_\_\_\_\_

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

**By:** \_\_\_\_\_  
**President**

**Attest:**

**By:** \_\_\_\_\_  
**Secretary**

**Date:** \_\_\_\_\_

**THE VILLAGE OF NORTHBROOK,  
Northbrook, IL**

**By:** \_\_\_\_\_  
**Village Manager**

**Attest:**

**By:** \_\_\_\_\_  
**Village Clerk**

**Date:** \_\_\_\_\_