

**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: _____

Northfield TWP Technology Consortium

3801 W Lake Ave, Glenview IL 60026

EXHIBIT A

A.) DURATION OF MEMBERSHIP

Each member commits to a three year Consortium membership.

The three-year term is based on and runs concurrently with the service contracts between the Internet Service Providers (ISP) and the lead agency, entered into by the lead agency on behalf of the consortium.

The Consortium reviews membership applications and bandwidth requests annually as part of the USAC/E-rate filing process. At that time each member organization may choose to upgrade its bandwidth requirements. Cost allocations are directly related to bandwidth requirements, as set forth below.

Reductions in bandwidth for individual members may only occur with agreement of all consortium members as a result of bandwidth reallocation or contract terminations.

B.) BANDWIDTH COMMITMENTS FOR FUNDING YEAR 2014-15

The Northfield TWP Technology Consortium has been formed to leverage volume-purchasing discounts for Internet Bandwidth. The lead organization established Internet Access Services with the following providers:

ISP	Type of service	Monthly Bandwidth	Monthly cost	Dollar per MB/sec
Comcast	Bandwidth and Transport	1,000 MB/sec	\$ 3,300	
Hurricane Electric	Bandwidth	10,000 MB/sec	\$ 4,150	
Sunesys	Transport	n/a	\$ 2,000	
TOTAL		11,000 MB/sec	\$ 9,450	\$ 0.86

Recurring Monthly Cost (MRC) for Internet bandwidth is calculated as total ISP monthly recurring charges (\$) divided by total amount of bandwidth provided to the consortium (MB/sec).

Each consortium member establishes his or her monthly Internet bandwidth needs (measured in MB/sec of Internet bandwidth) for the upcoming funding year (July 1st 2014 – June 30th 2015). The monthly bandwidth amount cannot be reduced during the funding year, as it would increase the cost to other members.

EXHIBIT A

The monthly recurring cost is charged to the consortium member for the requested and allocated maximum monthly bandwidth regardless of actual usage reaching the requested bandwidth limit or not.

Consortium Member	Monthly bandwidth	MB/sec cost	Monthly Recurring charges:
District 28	500 MB/sec	\$0.859	\$ 430
District 30	500 MB/sec	\$0.859	\$ 430
District 225	10,000 MB/sec	\$0.859	\$ 8,590
Total			\$ 9,450

C.) Non-recurring costs

Non-recurring charges cover the costs of establishing the physical network connections between a consortium member and the lead organization. Non-recurring costs vary based on location, existing network facilities, and type and quantity of connections requested. The non-recurring costs are agreed upon independently between the lead organization and the individual members. The non-recurring costs are in addition to the recurring monthly costs and are not listed in this agreement.

**Action of the Northfield TWP Technology
Consortium by Unanimous Written Consent**

The undersigned, being all of the members of the Northfield TWP Technology Consortium ("Consortium"), pursuant to Section 10 of the Intergovernmental Agreement Establishing the Creation of the Northfield TWP Technology Consortium establishing the Consortium, hereby unanimously consent to the addition of the following governmental entities as members to the Consortium at the next opportunity as determined by the Lead Agency and the USAC filing dates:

1. The Governing Board of Northbrook Public Library District
2. The Board of Park Commissioners of Northbrook Park District
3. The Board of Education of Northbrook School District 31

**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: _____

**Addendum to Intergovernmental Agreement Establishing the Creation of the
Northfield TWP Technology Consortium**

WHEREAS, on or about March 17, 2014, The Northfield TWP Technology Consortium (“CONSORTIUM”) was established by Intergovernmental Agreement Establishing the Creation of the Northfield TWP Technology Consortium (“AGREEMENT”) by and between The Board of Education of Northfield Township High School District 225, The Board of Education of Northbrook School District 27, The Board of Education of Northbrook School District 28, the Board of Education of Northbrook/Glenview School District 30 and the Village of Northbrook; and

WHEREAS, the CONSORTIUM was established for the purpose of purchasing internet access/services at significant cost savings; and

WHEREAS, article 10 of the AGREEMENT provides that additional members may be added to the Consortium by unanimous consent of the then existing members; and

WHEREAS, on or about May 9, 2016, all of the members of the consortium unanimously consented in writing to add the Governing Board of Northbrook Public Library District, the Board of Park Commissioners of Northbrook Park District and the Board of Education of Northbrook School District 31 as members to the Consortium at the next opportunity as determined by the Lead Agency and the USAC filing dates (a copy of the consent is attached hereto as Exhibit A and incorporated herein by reference); and

WHEREAS, the Village of Northbrook, the Governing Board of Northbrook Library District and the Board of Park Commissioners of Northbrook Park District have represented that they are not or have elected to not be E-rate eligible.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. That the foregoing recitals are incorporated therein by reference.
2. That the introductory paragraph shall be revised to include the Governing Board of Northbrook Library District, the Board of Park Commissioners of Northbrook Park District and the Board of Education of Northbrook School District 31.
3. A new, final “Whereas” clause is hereby added as follows: “WHEREAS, the Village of Northbrook, the Northbrook Library District 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.”

4. Exhibit A to the Agreement shall be amended as set forth in *Amended Exhibit A*, attached hereto as Exhibit B and incorporated herein by reference.
5. The signature page shall be amended to add the Governing Board of Northbrook Library District, the Board of Park Commissioners of Northbrook Park District and the Board of Education of Northbrook School District 31 as signatories.
6. The execution of this Addendum by the Governing Board of Northbrook Library District, the Board of Park Commissioners of Northbrook Park District and the Board of Education of Northbrook School District 31 shall constitute their assent to the terms and conditions of the *Intergovernmental Agreement Establishing the Creation of the Northfield TWP Technology Consortium* as well as this Addendum.
7. Except as amended by this Addendum, the terms of the *Intergovernmental Agreement Establishing the Creation of the Northfield TWP Technology Consortium* shall remain unchanged and in full force and effect.

The effective date of this Addendum shall be the latest of the execution dates.

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

By:
President

Attest:

By:
Secretary

Date:

By: Secretary

Date:

THE VILLAGE OF NORTHBROOK, Northbrook, IL

By: _____
Village Manager

Attest:

By: _____
Village Clerk

Date: _____

THE BOARD OF EDUCATION OF NORTHBROOK SCHOOL DISTRICT 31, Cook County, IL

By: _____
President

Attest:

By: Secretary

Date:

THE GOVERNING BOARD OF NORTHBROOK LIBRARY DISTRICT, Cook County, IL

By: _____
President

Attest:

By:

Secretary

Date:

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

By: _____
President

Attest:

By: _____
Secretary

Date:

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

Member Agencies

<u>Agency Name</u>	<u>Service Start Date</u>	<u>Bandwidth Allocation</u>	<u>% Allocation</u>	<u>E-rate Participant</u>
Glenbrook HSD 225	March 2013	18,200 Mbps	82%	Y
Northbrook SD 27	TBD	500 Mbps	5%	Y
Northbrook SD 28	March 2014	500 Mbps	5%	Y
Northbrook/Glenview SD 30	August 2014	<u>500 Mbps</u> 19,700 Mbps	5%	Y
Village of Northbrook	TBD	100 Mbps	1%	N
Northbrook Public Library	TBD	100 Mbps	1%	N
Northbrook Park District	TBD	<u>100 Mbps</u> 300 Mbps	1%	N

Service Cost Formula

The below stated service costs have been determined based projected operational expenses for FY2017.

Calculation for Non Eligible E-Rate Agencies

Total Monthly Operational Cost	\$16,645.00	
- 1% for Village of Northbrook	\$166.45	\$1.66 per Mbps (absorbed by SD 225)
- 1% for Northbrook Public Library	\$166.45	\$1.66 per Mbps
- 1% for Northbrook Park District	<u>\$166.45</u>	\$1.66 per Mbps
Total Monthly E-rate Eligible Charges	\$16,145.65	

Calculation for Eligible E-Rate Agencies

Total Monthly E-rate Eligible Charges	\$16,145.65	
Total E-rate Discount for Eligible Charges	\$6,458.26	40% E-rate Discount Level
Total Post-Discount Operational Cost	\$9,687.39	
+ 19,700 Mbps	\$0.49	

Monthly E-rate Eligible Participant Costs

Glenbrook High School District 225	\$8,918.00	\$0.49 per Mbps
Northbrook School District 27	\$245.00	\$0.49 per Mbps
Northbrook School District 28	\$245.00	\$0.49 per Mbps
Northbrook / Glenview School District 30	<u>\$245.00</u>	\$0.49 per Mbps
	\$9,653	