



PUBLIC NOTICE

Pursuant to the provisions of the ILLINOIS OPEN MEETINGS ACT, notice is hereby given that the **FACILITIES, FINANCE AND TECHNOLOGY COMMITTEES** of the Board of Education of Lyons Township High School District 204 will meet on:

**THURSDAY, JANUARY 14, 2021 - 7:00 AM
LYONS TOWNSHIP HIGH SCHOOL DISTRICT 204
VIRTUAL MEETING
100 SOUTH BRAINARD AVENUE
LA GRANGE, ILLINOIS 60525**

AGENDA

- | | |
|--|----|
| I. Finance Committee | |
| A. UPS Property Tax Settlement Recommendation | 2 |
| II. Facilities Committee | |
| A. Vaughan Stair Replacement Project Bid Results | 6 |
| B. ComEd Easement Agreement | |
| C. South Campus Fire Hydrants - Discussion with Western Springs | 14 |
| III. Technology Committee | |
| A. Technology Update | 16 |
| B. Western Springs Metropolitan Area Network Intergovernmental Agreement | 17 |

BY ORDER OF
MR. GEORGE R. DOUGHERTY,
MR. MICHAEL THOMAS, AND
MRS. JESSICA McLEAN, CHAIRPERSONS
LYONS TOWNSHIP HIGH SCHOOL DISTRICT 204
100 SOUTH BRAINARD AVENUE
LA GRANGE, IL 60525

LYONS TOWNSHIP HIGH SCHOOL

DISTRICT 204 OFFICES 100 S. Brainard Ave., LaGrange, IL 60525-2101
· Tel: (708) 579-6462 · Fax: (708) 579-6474 · Email: bstachacz@lths.net · Website: www.lths.net



Brian Stachacz
Director of Business Services

Memorandum

To: Dr. Tim Kilrea, Finance Committee
From: Brian Stachacz
Date: 1/12/2021
Re: Tax Objection Complaint Tentative Settlement (UPS Property)

Information: You may recall that back in November of 2020 we discussed with the Finance Committee a potential settlement of this case with UPS. As a reminder, UPS filed, in the Circuit Court, a tax objection case on their property located in Hodgkins. This property is located within District 204 boundaries and UPS pays property taxes to District 204. The Board gave permission to district counsel to intervene in this case in September of 2019 as UPS was seeking a substantial refund for multiple tax years spanning from 2011 through 2016.

One of the attached spreadsheets shows the extent of the refund that UPS was originally seeking for all of those years. That amount, based on a reduction of Assessed Valuation, would have been \$2.0 million for District 204. Any settlement is typically refunded out of the current year taxes at the time of the settlement. That means, without the intervention, we would have paid a refund to UPS of \$2.0 million in one year.

Our attorneys, Ares Dalianis and Scott Metcalf from Franczek P.C., have been able to negotiate a tentative settlement with counsel from UPS that dramatically lowers that amount of the refund paid to UPS for the years of 2011-2016. Under the terms of the tentative settlement, the District would refund \$270,338 to UPS. Including interest, the final refund total will be \$298,218. This represents a total dollar reduction from the original request of \$1.72 million.

Mr. Dalianis and Mr. Metcalf were also able to negotiate a favorable settlement for the years of 2017-2019. For these years, the proposed settlement refund is \$204,416. Including interest, the final refund total will be \$215,262 and may be less if the payout is prior to March 15th of 2022 as this would reduce the amount of interest to be paid.

Typically, we do not bring these settlement agreements to the Committee for review, or to the Board of Education, as many of the other settlements are much smaller in actual dollars. We wanted to share this information with the Finance Committee and have the Board of Education approve the settlement agreement due to the amount of money involved with this refund settlement. Based on the reduction of the proposed refund and based on the recommendation of District Counsel, it is my recommendation that the Board of Education approve the settlements at the January meeting.

Should you have any questions regarding this information, please do not hesitate to contact me.

UPS Facility - Hodgkins

Total Refund Exposure

	2011	2012	2013	2014	2015	2016	
Total Current AV	20,623,460	20,623,460	20,623,460	20,200,415	20,200,415	20,200,415	
Total Current MV *(per taxpayer doc.)	82,653,686	82,653,686	82,653,686	80,961,906	80,961,906	80,961,906	
Requested AV *(per taxpayer doc.)	15,560,039	15,560,039	15,560,039	14,460,039	14,460,039	14,460,039	
Requested MV *(per taxpayer doc.)	62,400,000	62,400,000	62,400,000	58,000,000	58,000,000	58,000,000	
Potential AV Reduction	5,063,421	5,063,421	5,063,421	5,740,376	5,740,376	5,740,376	
							Total
Potential Refund	\$1,306,702	\$1,333,852	\$1,359,791	\$1,580,005	\$1,643,040	\$1,721,202	\$8,944,592
District 105	\$94,993	\$98,607	\$102,056	\$121,017	\$124,956	\$127,259	\$668,888
District 107	\$245,705	\$245,464	\$239,059	\$279,844	\$322,233	\$321,022	\$1,653,327
District 108	\$114	\$120	\$129	\$167	\$169	\$168	\$867
District 204	\$288,491	\$301,813	\$310,992	\$362,798	\$371,746	\$378,787	\$2,014,627
District 217	\$75	\$80	\$82	\$103	\$105	\$109	\$554

Refunds at Proposed Settlement

	2011	2012	2013	2014	2015	2016	
Total Current AV	20,623,460	20,623,460	20,623,460	20,200,415	20,200,415	20,200,415	
Total Current MV *(per taxpayer doc.)	82,653,686	82,653,686	82,653,686	80,961,906	80,961,906	80,961,906	
Proposed Settlement AV	19,849,966	19,865,713	19,880,164	19,475,222	19,503,041	19,534,715	
Proposed Settlement MV	79,553,722	79,616,806	79,674,742	78,054,992	78,166,472	78,293,438	
Settlement AV Reduction	773,494	757,747	743,296	725,193	697,374	665,700	
							Total
Settlement Refund	\$200,000	\$199,999	\$200,000	\$200,000	\$200,001	\$200,000	\$1,200,000
District 105	\$14,539	\$14,785	\$15,011	\$15,319	\$15,210	\$14,787	\$89,651
District 107	\$37,607	\$36,805	\$35,160	\$35,423	\$39,223	\$37,303	\$221,521
District 108	\$17	\$18	\$19	\$21	\$21	\$20	\$116
District 204	\$44,155	\$45,255	\$45,740	\$45,924	\$45,251	\$44,013	\$270,338
District 217	\$11	\$12	\$12	\$13	\$13	\$13	\$74
Refund Exposure Eliminated	\$1,106,702	\$1,133,853	\$1,159,791	\$1,380,005	\$1,443,039	\$1,521,202	\$7,744,592
District 105	\$80,454	\$83,822	\$87,045	\$105,698	\$109,746	\$112,472	\$579,237
District 107	\$208,098	\$208,659	\$203,899	\$244,421	\$283,010	\$283,719	\$1,431,806
District 108	\$97	\$102	\$110	\$146	\$148	\$148	\$751
District 204	\$244,336	\$256,558	\$265,252	\$316,874	\$326,495	\$334,774	\$1,744,289
District 217	\$64	\$68	\$70	\$90	\$92	\$96	\$480

UPS Facility - Hodgkins
December 2020 Settlement of the 2011-2019 Tax Objection Complaints
(with simultaneous settlement of 2020-2022 Board of Review matters)

Refunds with Est. Payout March 15, 2021							
TOC Tax Year	2011	2012	2013	2014	2015	2016	Totals
District 105	\$ 14,539	\$ 14,785	\$ 15,011	\$ 15,319	\$ 15,210	\$ 14,787	\$ 89,651
Est. Interest	\$ 1,881	\$ 3,382	\$ 1,691	\$ 1,291	\$ 562	\$ 375	\$ 9,183
Total	\$ 16,420	\$ 18,167	\$ 16,702	\$ 16,610	\$ 15,772	\$ 15,162	\$ 98,834
District 107	\$ 37,607	\$ 36,805	\$ 35,160	\$ 35,423	\$ 39,223	\$ 37,303	\$ 221,521
Est. Interest	\$ 4,866	\$ 8,420	\$ 3,962	\$ 2,986	\$ 1,449	\$ 947	\$ 22,629
Total	\$ 42,473	\$ 45,225	\$ 39,122	\$ 38,409	\$ 40,672	\$ 38,250	\$ 244,150
District 204	\$ 44,155	\$ 45,255	\$ 45,740	\$ 45,924	\$ 45,251	\$ 44,013	\$ 270,338
Est. Interest	\$ 5,713	\$ 10,353	\$ 5,154	\$ 3,871	\$ 1,672	\$ 1,117	\$ 27,880
Total	\$ 49,868	\$ 55,608	\$ 50,894	\$ 49,795	\$ 46,923	\$ 45,130	\$ 298,218

Refunds with Est. Payout March 15, 2022				
TOC Tax Year	2017	2018	2019	Totals
District 105	\$ 4,576	\$ 4,622	\$ 5,024	\$ 14,222
Est. Interest	\$ 348	\$ 254	\$ 154	\$ 757
Total	\$ 4,924	\$ 4,876	\$ 5,178	\$ 14,979
District 107	\$ 66,516	\$ 69,348	\$ 68,513	\$ 204,377
Est. Interest	\$ 5,059	\$ 3,818	\$ 2,101	\$ 10,979
Total	\$ 71,575	\$ 73,166	\$ 70,614	\$ 215,356
District 204	\$ 65,362	\$ 65,994	\$ 73,060	\$ 204,416
Est. Interest	\$ 4,971	\$ 3,634	\$ 2,241	\$ 10,846
Total	\$ 70,333	\$ 69,628	\$ 75,301	\$ 215,262

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Brian Stachacz
Director of Business Services

Memorandum

To: Dr. Tim Kilrea, Facilities Committee
From: Brian Stachacz
Date: 1/11/2021
Re: Vaughan Stairs Replacement Project Bid Results

On December 18th, the District received and opened bids for the Vaughan Stairs Replacement Project. There were nine bids received and at first look, it would appear that G. Fisher Commercial Construction was the low bidder. However, their bid raised concerns immediately as their base bid was much lower than all others were and their alternate #1 bid was much higher than the others were. Both Ed Wright and Paul Gajda from DLA followed up with questions to G. Fisher regarding their numbers. In response, we received a letter, dated December 23rd, stating that they had incorrectly allocated costs for each of the categories. The letter also outlines what their bid should have been in each category. After reading this response, another red flag was raised as their numbers did not match their submitted bid total, but more importantly, the cost of \$9,000 for alternate #1 is less than the amount needed for only the materials.

Mr. Wright and Mr. Gajda then followed up with G. Fisher and Happ Builders (the second lowest bidder) and asked for a schedule of values report for the project. A schedule of values breaks down the project into sub sections and itemizes a cost for each section. Happ Builders provided the document upon request and their numbers seem appropriate for their bid. G. Fisher provided a letter stating that they made a mistake and that their bid was incomplete. They also stated that in order for them to complete the project with the correct cost, they would need to add an additional \$35,895 to their original bid.

Based on the response from G. Fisher, the district will be unable to accept their bid as a valid bid. If the District chooses to move forward with the project, the contract should be awarded to Happ Builders as outlined by the recommendation letter from DLA Architects. District Counsel has also confirmed that the bid from G. Fisher is not a valid bid.

We will discuss this information in further detail during the meeting. Should you have any questions prior to the meeting, please do not hesitate to contact me.



January 08, 2021

Mr. Brian Stachacz
Lyons Township High School District 204
100 S. Brainard
LaGrange, IL 60525

Dear Brian

Subject: North and Vaughan Stair Replacement Project
DLA Architects Ltd. Project No. 2020.076

After reviewing the Base Bid and Alternate received from nine bidders on Friday, December 18, 2020 and as requested by District 204 Administration, we have determined that the Apparent Lowest Qualified Bidder is Happ Builders. This determination is based on the acceptance of their Base Bid with consideration for Alternate No. 1, as seen in the attached bid tabulation form.

Base Bid for a total of \$227,000
Base Bid and Alternate No. 1 for a total of \$241,000

As shown in the Bid Tab sheet, the lowest submitted Base Bid from G. Fisher Commercial Construction Company, Inc. is substantially less than the other bids and Alternate 1 is substantially higher. As indicated in their attached letter dated, December 23, 2020, they did not provide a complete Base Bid and subsequently did not have the correct pricing for Alternate #1 either.

Based on the substantial difference in cost from their combined bid to the next lowest bidder, and that they did not pick up drawings until 3 days before the bids were due, we requested a schedule of values to break down their costs. This request was to ensure that they fully understood the scope of the project and had properly allocated funds for each aspect of it. This is a standard request and required for each pay application throughout the duration of a project. It also would be expected to be readily available as it is needed to formulate a responsible bid submission. This request was made on Wednesday, January 6, 2021.

At the end of the day on January 8, 2021 we received an undated "Explanation of Mistake" letter. As stated in the attached letter they did not bid the correct scope and are unable to perform the job for their original bid amount. We have

Mr. Brian Stachacz

Page 2

January 08, 2021

requested that they submit a formal withdrawal letter, which we have not received yet. At this point in time, we cannot recommend moving forward with their self-described, "incomplete" bid.

As we have discussed, the low Base Bid and Alternate from Happ Builders is below to the original estimated cost of \$295,000 for the base bid work and is reasonable for the proposed scope of work. Additionally, a \$30,000 general allowance for unforeseen conditions is also included in the bid amount.

The Alternate work includes the cost for:

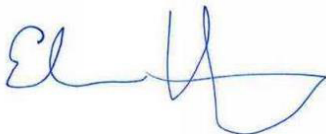
Alternate No. 1 – Provide new granite cap pieces at both levels of each side wall to match stair slab color with 1" drip edge on each side.as indicated in the drawings and specifications.

We have contacted a representative from Happ Builders, and they have stated that all of the work as shown in the Construction Documents has been considered and that they are comfortable with their bid. Additionally, they have provided a schedule of values at our request to confirm that they have fully covered all of the scope.

Therefore, DLA Architects, with the approval of Lyons Township High School District 204, recommends award of the contract to Happ Builders for the Base Bid work as described and Alternate #1 if determined necessary by the District.

If you should have any questions, please do not hesitate to call.

Sincerely

A handwritten signature in blue ink, appearing to read 'Edward Wright', with a stylized flourish at the end.

Edward Wright
Principal

Enclosures: Bid Tab Sheet, G. Fisher Bid Explanation Letter, Explanation of Mistake

c: Paul Gajda, AIA

North and Vaughan Stair Replacement Project for Lyons Township High School District 204

Project # 2020.076

December 18 at 1:00 pm

BID TAB



Contractor	Bid Bond	Add#1	Base Bid	Alternate #1	Base Bid 1 + Alternate 1	Remarks
Berglund Construction	x	x	\$295,000	\$12,500	\$307,500	
Bulley & Andrews, LLC	x	x	\$370,051	\$24,530	\$394,581	
Chicago Heights Construction Co.	x	x	\$268,915	\$23,000	\$291,915	
D Kersey Construction Co.	x	x	\$248,618	\$14,000	\$262,618	
G. Fisher Commercial Construction	x	x	\$148,000	\$56,000	\$204,000	Incomplete Bid
Happ Builders	x	x	\$227,000	\$14,000	\$241,000	
Manusos General Contracting Inc.	x	x	\$258,000	\$15,759	\$273,759	
Metropolitan Corp	x	x	\$254,000	\$13,500	\$267,500	
Monson Nicholas	x	x	\$389,617	\$17,375	\$406,992	

Alternate #1: Provide new granite cap pieces at both levels of each side wall to match stair slab color with 1" drip edge on each side.

Allowance: Include in base bid a \$30,000 (Thirty Thousand Dollars) contingency allowance to be used for unforeseen conditions and at the discretion of the Owner.



G. FISHER
COMMERCIAL CONSTRUCTION, INC.

2 S. Hanks Road, Suite C
Aurora, IL 60506
O: (331) 256-6847
F: (331) 256-6848

December 23, 2020

Mr. Paul N. Gajda

DLA Architects, Ltd.

2 Pierce Place, Suite 1300

Itasca, IL 60143

RE: Lyons Township High School- North & Vaughan Stair Replacement

Project No. 2020.076

Dear Mr. Gajda,

I wanted to take this opportunity to thank you for discussing our bid for the Lyons Township High School- North & Vaughan Stair Replacement project. We appreciate that you have made yourself available for discussions this week.

As discussed, this letter's sole purpose is to clarify our base bid calculation. Our base bid was incomplete as we had incorrectly allocated funds towards the alternate that should have been included in the base bid total. Our Mason subcontractor had provided us with their bid that had the funds incorrectly allocated and unfortunately, we did not catch their mistake in the bid.

Our total base bid should have been \$195,040.00 with the alternate cost at \$9,000.00

We are asking that you allow us to revise the base bid total to the figure of \$195,040.00 due to this error, and we hope that this will not disqualify our bid for the project.

Thank you for your consideration.

Respectfully submitted,

George R. Fisher, Jr.

President

G. Fisher Commercial Construction, Inc.

cc: file



G. FISHER
COMMERCIAL CONSTRUCTION, INC.

2 S. Hanks Road, Suite C
Aurora, IL 60506
O: (331) 256-6847
F: (331) 256-6848

Hi Paul and Ed!

Again, my apologies for the delay. Our concrete contractor also performs sewer and water systems work and had a main break early this morning at another of his clients. He was there most of the day in the catch basin. This forced me to go to his site to work with him get my answers for this project.

Attached is the breakdown per Paul's request. I had augmented it to include a few additional line items that completed the full scope. As well, we identified a mistake in our bid. The mistake is corrected which shows an increased base bid. As this mistake would typically disqualify my firm from this project, there is still a significant savings to the owner and I ask for consideration of the quote on this merit.

That said, after analyzing the total costs and the line items of the entire scope we found our initial bid had not included enough cost for the stairs. This was due to my misinterpretation the stairs were to be saved and reused per my side conversation with Paul. In our conversation Paul had mentioned the owner wanted to reuse the stairs for the aesthetics.

LET ME BE PERFECTLY CLEAR, THIS WAS CLEARLY AND UNEQUIVOCALLY ALL IN MY HEAD, MY MISTAKE AND WAS NOT DIRECTED BY ANYONE TO BID THIS INCORRECT SCOPE.

Our Mistake in the provided bid explanation is as follows:

As this incorrect perception of scope was in my head, I incorrectly directed the mason to price accordingly, without referring to my notes of that conversation for confirmation. After the bid opening I re-reviewed my meeting notes, from the conversation with Paul. I noted that the reference to re-use of the stair was followed by "the district, although would like that stair to be matched and replaced". Paul stated he believed the existing stair material was no longer manufactured and to follow the plan.

The delay in providing the Schedule of Values:

The delay is a result of a few uncommon issues encountered with regard to LaFarge's quote and locating the mistake made in our bid. The issues and mistake explained below:

1. LaFarge Material Quote and the **ALTERNATE 1** Bid Doc description
 - a. LaFarge cap quote referencing the quantity at 42' for \$10,710.00, was interpreted to be the **ALTERNATE 1** and thought to be used at the North Stair Planter.
 - i. This cap is actually to be utilized for the North Stair Planter in the base bid.
 1. Per Paul's email of 1/6/2021, provided confirmation of the 42' portion of the quote, was to be used for the alternate.
 2. The dilemma was the 42' portion of the quote with the provided cost, did not match with the quantity required for the sidewalls cap quantity of approximately 97' we measured.
 3. Our determination of the item above to be used in the base bid is due to the ACTUAL cap lineal foot quantity required for the planter is approximately 33' (+ -); the LaFarge quote stated 42'.
 - b. Also, there is no quote for the Vaughn stair sidewalls which **IS** the actual **ALT. 1**
 - c. The Bid Docs item **ALTERNATE 1** line item are a bit ambiguous by the absence of a location designation. Vaughn or North. As well the bid documents lacking of any detail or size for **ALTERNATE 1**. Missing information for the stone cap was inherently is a path to a mistake. I would speculate all the other bidders used the incorrect quantity and incorrect cost provided by LaFarge for the **ALTERNATE 1**, as well.
 - i. We recently sent to Paul the adjusted **ALTERNATE 1** revised amount reduced to \$9k solely based on our initial perception the North Planter was the **ALTERNATE 1**.
2. The mistake in our bid cost were caused by my incorrect direction to my mason contractor to disregard the plan and re-use the stair existing stair material thereby shorting costs needed for a complete bid.



G. FISHER
COMMERCIAL CONSTRUCTION, INC.

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In closing, I ask that you accept my apology for not only the delay in getting this to you folks, as well possibly wasting DLA's time of the additional work spent to qualify my firm.

I respectfully request that upon presenting my revised quote and this explanation (if you think the explanation is appropriate to include) to the School District and the School District's decision, in lieu of an award to Fisher, that there be no penalty for our mistake.

I thank you for your time and understanding.

Respectfully Submitted,

George R. Fisher, Jr.



2 S. Hanks Road, Suite C
 Aurora, IL 60506
 O: (331) 256-6847
 F: (331) 256-6848

General Information			
Project:	Lyons HS Stair Replacement	Date of Submittal:	12/18/2020
Address:	100 S.	Job Number:	110398
Location:		Project Cost	\$239,912.70
Sq. Ft.		Cost Per Sq. Ft.	
Prepared By:		Status:	

North Building Stairs

			<u>Alternate</u>
Precast coping	\$	13,255.00	
Demolition of concrete stairs	\$	7,500.00	
Installation of concrete stairs	\$	19,300.00	
	\$	40,055.00	

Vaughan Building Stairs

1 Demolition of granite stairs and concrete	\$	19,154.00	
2 30 percent and at 2" deep of the existing concrete substructure slab needs to be cleaned out, the bar coated - Allowed for 120sf	\$	1,320.00	
3 20 percent of exposed rebar in the existing concrete substructure needs to be cut out and replaced allowed for 80sf	\$	1,120.00	
4 Wausau V Series Tile Ecopremier X-50 for paver tiles.	\$	17,050.00	
5 Remove and reinstall caps	\$	9,990.00	\$ (3,000.00)
6 Planters - ALTERNATE	\$	-	\$ 25,982.00
7 Waterproofing	\$	4,600.00	
8 Stainless steel handrails	\$	11,500.00	
9 Granite stair slabs	\$	37,982.00	
10 Tuck pointing	\$	3,410.00	
11 New concrete Side walk	\$	730.00	
12 Allowance	\$	30,000.00	
14 General Conditions	\$	24,885.00	
	\$	201,796.00	\$ 22,982.00
15 Bonds and Insurance	\$	5,044.90	
16 Overhead and profit.	\$	10,089.80	
	\$	216,930.70	\$ 22,982.00
Alternate 1: Granite Cap Pieces at the Vaughan Stair	\$	22,982.00	
	\$	239,912.70	

	Bid		Difference
\$	204,018.00	\$	35,894.70

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Brian Stachacz
Director of Business Services

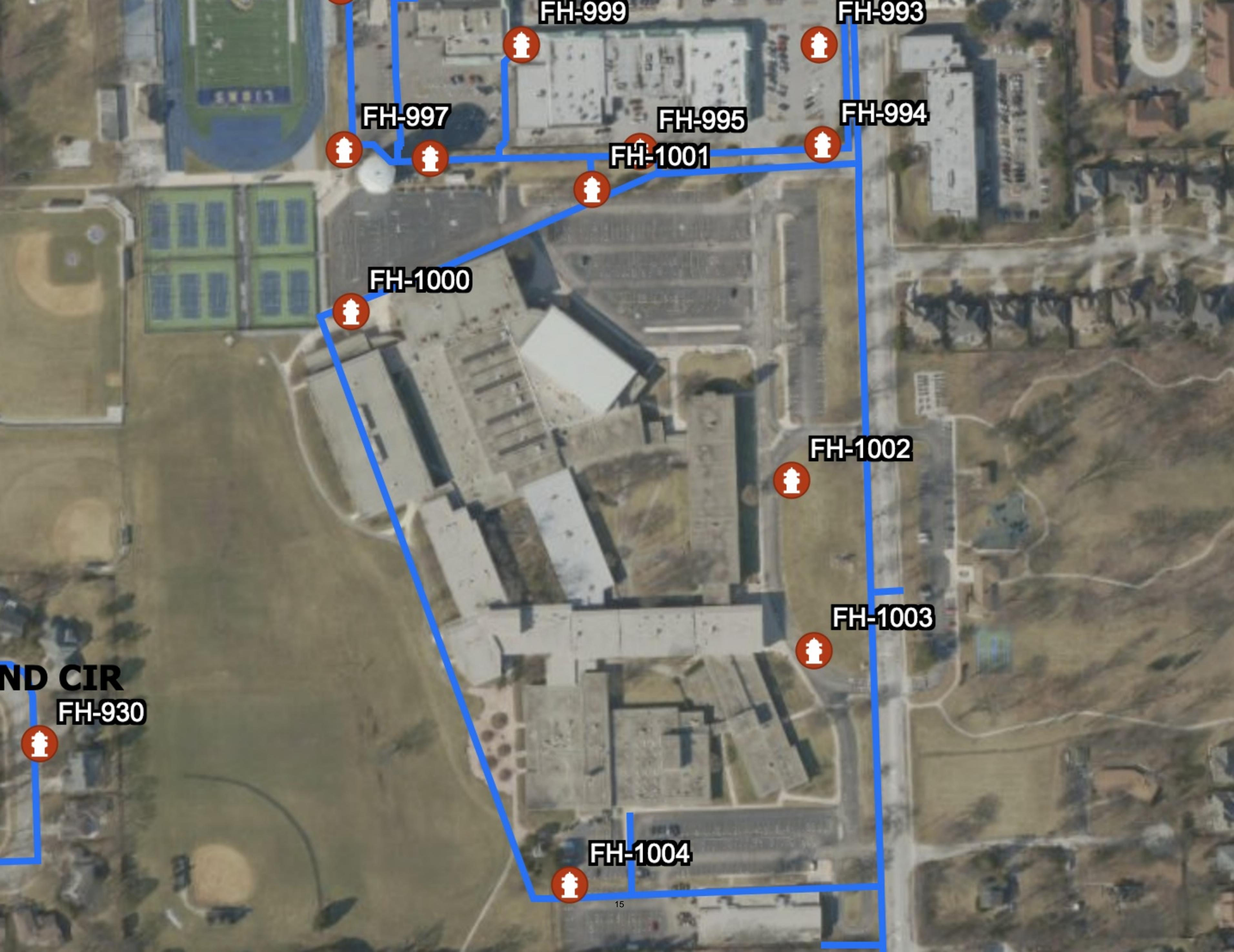
Memorandum

To: Dr. Tim Kilrea, Facilities Committee
From: Brian Stachacz
Date: 1/11/2021
Re: South Campus Fire Hydrants

In the middle of December, we were contacted by the Village of Western Springs regarding the ownership and maintenance of the fire hydrants that are located on district property near South Campus. We were informed by the Village that they had recently completed testing on the hydrants and that there were some issues with the water pressure in these hydrants. While that is part of the issue, the Village also wanted to know if we are aware of any agreement between District 204 and Village that outlines ownership and maintenance responsibilities for the hydrants. The Village has presented the position that hydrants located on private property are typically owned by the owner of the property and are therefore maintained by the owner of the property.

We have been searching district files for any records that may suggest an agreement between the District and Village regarding the hydrants but as of yet we are unable to locate one. During a meeting in December, Village personnel indicated that in the absence of us providing an agreement that they would like for one to be drafted for future use. We have an additional meeting scheduled with them near the end of January and will provide further details on the results of that meeting at the Facilities Committee meeting in February.

We will discuss this information in further detail during the meeting. Should you have any questions prior to the meeting, please do not hesitate to contact me.



FH-999

FH-993

FH-997

FH-995

FH-994

FH-1001

FH-1000

FH-1002

FH-1003


**ND CIR
FH-930**

FH-1004

LYONS TOWNSHIP HIGH SCHOOL

EDWARD C. TENNANT
Director of Technology

DISTRICT OFFICE
NORTH CAMPUS
100 S. Brainard Ave.
LaGrange, IL 60525
SOUTH CAMPUS
4900 S. Willow Springs Rd.
Western Springs, IL 60558
(708) 579-6300

TO: Dr. Tim Kilrea
Board of Education
FROM: Ed Tennant 
DATE: January 12, 2021
RE: Technology Updates

INFORMATION:

Fiber Optic Cabling

The project to install a state-of-the-art fiber optic backbone to the main campus buildings is approaching a successful conclusion. Terminations and testing wrapped up at South Campus at the end of last week and that crew has now moved to North Campus to work through the cable terminations and integrity/performance testing there. By the conclusions of these phases, approximately four miles of the armored 24-strand cable with nearly 1,700 end-point connections will have been installed across the two campuses. Extending connections to the previously unlinked Bennett Field facilities and the North Campus Maintenance outbuilding will occur after the main buildings' phases are completed, coordinating with the contractors in regards to how weather conditions might impact those installation activities.

Infrastructure

With assistance from STT, LT's Systems Support Team is working through upgrades to network switching, identity management solutions, security infrastructure and implementation of an upgraded asset management and technical ticketing and knowledge-base system, building foundations for connectivity and application access required for the district's implementation of a full 1:1 program.

RECOMMENDATION:

Presented as information. No action is recommended.


LYONS TOWNSHIP HIGH SCHOOL

EDWARD C. TENNANT
Director of Technology

DISTRICT OFFICE
NORTH CAMPUS
100 S. Brainard Ave.
LaGrange, IL 60525

SOUTH CAMPUS
4900 S. Willow Springs Rd.
Western Springs, IL 60558
(708) 579-6300

TO: Dr. Tim Kilrea
Board of Education

FROM: Ed Tennant 

DATE: January 12, 2021

RE: Western Springs Metropolitan Area Network

INFORMATION:

Ten years ago, the District entered into an Intergovernmental Agreement (IGA) with the Village of Western Springs related to the construction and ongoing operation of a Metropolitan Area Network (MAN). Other participants in the MAN are Western Springs School District 101, the Thomas Ford Memorial Library, and St. John of the Cross School. The Village served as the customer of record with an Internet Service Provider and as the link location for the circuit delivering Internet services into the MAN. The Village then paid the ISP for services and collected portion shares of that invoice from each of the members based on the services they received from the MAN. This cooperative arrangement provided better services at more cost-effective rates and has served Lyons Township High School District 204, the Village of Western Springs and the other members well through the years.

As the District looks to ensure adequate bandwidth for students and staff to access Internet resources with the eye towards the District's 1:1 program, it has become clear that the bandwidth offered by the current MAN structure would not be adequate. In consultation with the Village and the ISP, it was determined that the service could be upgraded to appropriately serve LT's needs and improve services for all other members, maintaining that collaborative, cost-effective model. Additionally, by changing the link location and customer of record status to LT, the opportunity to further reduce the recurring costs, while providing greater management of the bandwidth allocations could be realized. While this will reverse the roles of the District and Village in regards to the invoicing and payments for the recurring services – the District paying the ISP and invoicing the Village for the portion of the services not attributable to the District – the Village is agreeable to maintaining the arrangement with the other members in that the District need only generate one invoice (to the Village) for the MAN's non-LT services and the Village will singularly manage payment to the District for that portion of the services used by all other members.

An amendment to the IGA, addressing these changes, was drafted (attached). The draft has been reviewed by counsels for the Village and the District and is being presented to Boards of both entities for approval.

RECOMMENDATION:

Approved the amended Intergovernmental Agreement with the Village of Western Springs, specifying that Lyons Township High School District 204 is to be the Customer of Record for the municipal area network's Internet connection, billing the Village of Western Springs for the portion of the Internet services assigned for use by the MAN users other than LTHS.

**Intergovernmental Agreement Between
the Village of Western Springs and Lyons Township High School – District 204
For Use of Village’s Metropolitan Area Network**

This Intergovernmental Agreement (the "Agreement") is made this ___ day of January, 2021, by and between the Village of Western Springs, Illinois (the "Village") and the Board of Education of Lyons Township High School – District 204 ("DISTRICT 204"). The Village and DISTRICT 204 are referred to herein at times as a "Party" or the "Parties".

Recitals:

WHEREAS, the Village, at its cost, has established, installed and operated a fiber-optic high-speed data transmission network (hereinafter the "Metropolitan Area Network" or "MAN") that initially inter-connected only the Village Hall and other Village buildings and Village-owned infrastructure facilities to provide high-speed Internet access and additional bandwidth capabilities to the Village for use by its employees to conduct Village business. The Village owns and operates an Internet connection that allows a private "Internet Service Provider" to provide the Village with access to the Internet. Cogent Communications ("Cogent") is the current Internet Service Provider that the Village maintains an Internet connection with in order to provide high-speed Internet access and bandwidth capabilities through the MAN; and

WHEREAS, by the use of intergovernmental agreements and the installation of additional fiber lines, the Village has expanded the geographic footprint of the MAN to include other permitted users consisting of DISTRICT 204, the Village of La Grange for LTACC Internet and fiber service, School District 101, St. John of the Cross School and Thomas Ford Memorial Library (collectively the "Permitted Users" and individually "Permitted User"), so these other Permitted Users have high-speed Internet access and bandwidth capabilities and can receive and deliver various data and communications in a quick, efficient and cost effective manner; and

WHEREAS, in 2011, the Village and DISTRICT 204 entered into an intergovernmental agreement relative to DISTRICT 204 becoming a Permitted User of the MAN, entitled "INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND LYONS TOWNSHIP HIGH SCHOOL DISTRICT 204 FOR THE USE OF VILLAGE’S METROPOLITAN AREA NETWORK" (the "2011 Agreement"); and

WHEREAS, as part of an Internet-related Federal E-rate program available only to schools and libraries, DISTRICT 204 proposes to upgrade the MAN’s Internet connection from 1 Gb to 10 Gb fiber optic synchronous Internet connectivity to allow the MAN to provide higher-speed Internet access and additional bandwidth capabilities, at a cost-effective rate, to the Village, the other Permitted Users and DISTRICT 204 to improve the speed of data transfers and enhance communication capabilities so that they can better meet their own respective user demands, as well as the increased demand caused by COVID-19; and

WHEREAS, as part of the upgrade the MAN’s Internet connection, DISTRICT 204, at its cost, agrees to pay the related Internet connection relocation and operation costs and the Cogent monthly service fee, and the Village, at its cost, agrees to acquire, install and operate certain upgraded hardware necessary for the MAN to receive the enhanced higher-speed Internet access and additional bandwidth capabilities, all as set forth in this Agreement; and

WHEREAS, as part of this new arrangement, DISTRICT 204 agrees to provide the Village with high-speed Internet access connection through the existing or expanded fiber network of the MAN in order to allow the Village to continue to provide high-speed Internet access to: (a) the Village's existing and any expanded fiber connections among Village buildings and other Village-owned infrastructure facilities so that Village-related data and Village-related communications can be transmitted via the MAN; and (b) all of the other Permitted Users of the MAN, as determined by the Village, in accordance with its existing or new intergovernmental agreements and any amendments to those intergovernmental agreements; and

WHEREAS, under this new arrangement, DISTRICT 204 will take over the billing responsibilities with Cogent, but the Village will continue to collect monthly service fees from each of the other entities who are part of the MAN and transfer those funds to DISTRICT 204 in accordance with the terms of this Agreement. Access to the higher speed Internet connection is available only to schools or libraries pursuant to a Federal E-rate program, and the change in the responsible billing agent is a requirement of the Federal E-rate program; and

WHEREAS, DISTRICT 204, at its cost, agrees to pay the related Internet connection relocation costs and the monthly service fee as set forth in this Agreement; and

WHEREAS, DISTRICT 204 and the Village are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers provided by Section 10(a) of Article VII of the Constitution of the State of Illinois of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, it is in the best interests of the Village and DISTRICT 204 to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the Parties' mutual undertakings, promises, covenants, financial payments and agreements as set forth below, the Parties agree as follows:

1. Recitals. Each of the above recitals is incorporated into Section 1 of this Agreement as material provisions agreed to by the Parties.

2. Village's Use. DISTRICT 204 agrees to allow the Village to use the MAN, and the Village agrees to use the MAN, subject to the terms and conditions set forth herein.

3. Definitions.

"Affiliates" means all appointed and elected officials, officers, president and trustees, employees, engineers, attorneys, consultants, volunteers and agents of the Village or DISTRICT 204.

"Authoritative Domain Name Service" means translating a web site name into a Public Internet I.P.

"Content Filtering" means employing a computer program that blocks or restricts access to view certain web sites due to content on those sites.

"Email Service" means providing email addresses and space for their organization.

"Fiber" means single mode fiber optic cable.

“Firewall Protection” means a computer program that provides protection against any type of “attack” by viruses or unauthorized users that are conveyed via the Internet.

“Force Majeure” means causes beyond a Party’s control, including but not limited to: acts of God; fire; explosion; cable cut; storm; flood or other similar occurrences; pandemic; any law, order, regulation, direction, action or request of any government or agency, including federal, state, provincial, municipal and local governments claiming jurisdiction over any Party to this Agreement, the MAN or the Internet access service provided herein subject to prior notice; national emergencies; unavailability of materials or rights-of-way; insurrections; riots, terrorist acts or wars (declared/undeclared); or strikes, lock-outs, work stoppages or other labor difficulties, supplier failures, shortages of any type of transportation, equipment or service from a public utility needed for their performance, breaches or delays, provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

“Hosting Services” means providing Internet accessible space for a web site.

“IT” means either “Information Technology” or is an abbreviation for the word “Internet”.

“Internet Service Provider” means a company that delivers high quality Internet, Ethernet and Colocation services through an IP network to its customers.

“Metropolitan Area Network” or “MAN” means the existing or expanded fiber-optic high-speed data transmission network established, owned and operated by the Village of Western Springs that currently inter-connects the Western Springs Village Hall, other Village buildings and Village-owned infrastructure facilities, as well as buildings and facilities owned by other “Permitted Users”, who currently consist of DISTRICT 204, Western Springs Park District, Village of La Grange (for LTACC’s Internet and fiber service), School District 101, St. John of the Cross School and Thomas Ford Memorial Library, for the purpose of providing the Permitted Users with high-speed Internet access and additional bandwidth capabilities so that they can conduct business and deliver various data and communications in a quick, efficient and cost effective manner. The current version of the Western Springs MAN Map dated December 7, 2020, that shows the MAN’s fiber-optic high-speed data transmission network, including all fiber lines and connection points for each of the Permitted Users and a legend that details the start and end points of ownership of the MAN’s fiber lines, the start and end points of any fiber lines owned by the Permitted Users and ownership of any connection equipment, is on file at the Village (the “Western Springs MAN Map”).

“Public Domain I.P.” means the Internet Protocol addresses that are available to the World Wide Web, rather than just to a private network, which are required for any Internet connection.

“2021 Upgrade Connection Project” or “Project” means the relocation, installation and operation by DISTRICT 204, at its cost, of the Cogent Internet connection, which is provided by Cogent Communications (the “Internet Service Provider”) and currently located and operated by the Village at the Village Hall, to DISTRICT 204’s North Campus Building located at North Campus, 100 South Brainard Avenue, LaGrange, Illinois in order to upgrade the MAN’s Internet connection from 1 Gb to 10 Gb fiber optic synchronous Internet connectivity and to complete other DISTRICT 204-related equipment upgrades. As part of the Project, the Village, at its cost, will purchase, install and operate certain upgraded hardware equipment to be located at the Village Hall to accommodate the MAN’s Internet connection

from 1 Gb to 3 Gb fiber optic synchronous Internet connectivity, which is the amount of fiber optic synchronous Internet connectivity being allocated for the use by the Village and the other Permitted Users of the MAN. At its own cost, DISTRICT 204 will use 7 Gb fiber optic synchronous Internet connectivity of the 10 Gb fiber optic synchronous Internet connectivity upgrade for its own purposes. DISTRICT 204, at its own cost, also intends on installing two (2) additional redundant internet connections that will each provide 10 Gb fiber optic synchronous Internet connectivity dedicated for its own use. The Village and DISTRICT 204 agree to complete the Project within ninety (90) calendar days of the effective date of this Agreement, or such other time period as mutually agreed to by their respective IT Directors. The “Estimated Cost of the 2021 Upgrade Connection Project” that contains the respective anticipated costs to be incurred by the Village and DISTRICT 204 is set forth in **Exhibit “A”**, attached hereto and made a part hereof.

“Western Springs MAN Map” as described above under the term “Metropolitan Area Network” is a document that contains confidential and propriety information and the release of Western Springs MAN Map to the public would constitute a public safety and security risk. The Western Springs MAN Map is exempt from public inspection and photocopying in accordance with the following Freedom of Information Act exemptions: (a) 5 ILCS 140/7(1)(g): Trade secrets and commercial or financial information that is proprietary, privileged or confidential; (b) 5 ILCS 140/7(1)(k): Technical documents for government owned, operated, or occupied buildings, facilities and projects where disclosure would compromise security; and (c) 5 ILCS 140/7(1)(v): Plans of government owned, operated, or occupied buildings, facilities and projects where the public release of same would constitute a clear and present danger to the health or safety of the community and where public disclosure could reasonably be expected to jeopardize the buildings, facilities and projects and the effectiveness of the measures or the safety of the personnel who implement them or the public.

“Virus Protection” means scanning all inbound and outbound electronic communications (email, downloads, interactive content, etc.) for viruses.

4. Project, Services and Charges.

A. Project and Upgraded IT Equipment. The respective IT Directors, staffs and IT consultants of each Party shall work together and cooperate to complete the Project in accordance with the terms of this Agreement.

B. Ongoing Services. Once the Project is completed, DISTRICT 204 will provide, on a 24 hour/7 days per week/365 days per year basis, the Village with the following “Services”: (a) not less than 3 Gbps Internet bandwidth (even if not fully used), subject to the availability of bandwidth within DISTRICT 204’s own IT network; and (b) not to exceed sixty-four (64) Public Domain IPs.

C. Excluded Services and Equipment. The following equipment and services are excluded from the scope of this Agreement, the Services and the Project, and are the specific responsibility of each of the Parties with respect to their own access to and use of the Internet: (a) Content Filtering; (b) Firewall Protection; (c) Virus Protection; (d) Email Service; (e) Hosting Services; (f) any additional IT network equipment, DISTRICT 204-owned fiber lines, IT network adjustments and other configuration changes required to connect or maintain a connection to the terminated fiber-optic cables to the MAN network at each Party’s respective point of connection; (g) any wireless IT communication equipment or fiber lines owned by DISTRICT 204 that are part of its own IT network; (h) the Village’s contractual obligations to

provide Internet access to other Permitted Users of the MAN; and (i) any equipment or Services not expressly required in this Agreement.

D. Fees and Charges.

(1) Payments to Maintain Internet Connection. During the Term (as defined below) of this Agreement, DISTRICT 204, at its cost, is responsible for paying for: (a) all IT network connection equipment and work necessary to maintain a working connection to the MAN fiber-optic cables installed by the Village; and (b) access to the Internet through the Cogent Internet connection, or such other Internet Service Provider as mutually agreed to by the Parties, in order to supply the Village with not less than 3 Gbps Internet bandwidth (even if not fully used), subject to availability of bandwidth within DISTRICT 204. The Village shall be responsible for billing and collecting monthly service charges from the other Permitted Users for their use of the MAN.

(2) Monthly Service Fee. In exchange for the Services, the Village shall pay to DISTRICT 204 the following "Monthly Service Fee" for access to the Internet through the Cogent Internet connection, or such other Internet Service Provider as mutually agreed to by the Parties, for the 2021 calendar year: Monthly High-Speed Internet/Broadband 3 Gbps: \$2,100.00 per month.

- a. Adjustments. The above Monthly Service Fee is based on a monthly fee charged to DISTRICT 204 by the Internet Service Provider for High-Speed Internet/Broadband 3 Gbps capacity under a written contract entered into between DISTRICT 204 and the Internet Service Provider, which is available to schools and libraries based on the special Federal E-rate program. In the event that the total monthly fee charged to DISTRICT 204 by its Internet Service Provider increases or decreases at any time during the Term of this Agreement, DISTRICT 204 and the Village agree to negotiate a new Monthly Service Fee. If mutual agreement cannot be reached regarding a new Monthly Service Fee as provided for under this subsection, then either Party may terminate this Agreement in accordance with Section 9 (Suspension; Termination; Default) of this Agreement after complying with the dispute resolution / negotiation provision contain in Section 16 (Dispute Resolution; Negotiation). The Parties agree that their respective corporate boards do not have to approve an addendum to this Agreement to account for any increases or decreases in the Monthly Service Fee charged to the Village during the Term of this Agreement, and that the Village Manager and the DISTRICT 204 Superintendent are authorized to negotiate and execute letters of understanding that memorialize any changes to the Monthly Service Fee, subject to budgetary approvals by their corporate boards and limitations on management spending authority.
- b. Billing. DISTRICT 204 invoices relative to the Monthly Service Fee shall be sent each month in advance to the Village. The monthly payments shall be made by the Village to DISTRICT 204 within thirty (30) calendar days of receipt. The Village agrees to pay all charges and applicable taxes for the Internet access service upon receipt of the invoice without counterclaim, set-off or deduction. In the event any federal, state, county or local taxes are imposed on the equipment or Services delivered to the Village under this Agreement, such taxes shall be the responsibility of the Village.

(3) New Services Or Upgrades / Relocations. If requested by the Village, any new services or upgrades/relocations (e.g., the provision of a redundant fiber connection) provided by DISTRICT 204 to

the Village may result in additional fees and charges that will be negotiated by the Parties and agreed upon in an addendum to this Agreement. The Village Manager and the Superintendent are authorized to negotiate and execute any such addendum, subject to budgetary approvals by their corporate boards and limitations on management spending authority. If mutual agreement cannot be reached regarding any additional fees and charges as provided for under this subsection, then either Party may terminate this Agreement in accordance with Section 9 (Suspension; Termination; Default) of this Agreement after complying with the dispute resolution / negotiation provision contain in Section 16 (Dispute Resolution; Negotiation).

E. Service Use. The Parties' use of the Internet bandwidth and the MAN, including such use by each Party's own users (e.g., officials, employees, agents, consultants, the public and other customers), shall only be for lawful purposes and must comply with this Agreement. The Parties agree to use the MAN primarily for high-speed Internet connectivity and to enhance its capabilities through the high-speed Internet access to provide for the delivery of related data and communications to and from their respective employees, elected officials and other authorized users. The Parties understand and agree that transmission of any material in violation of any federal, state, county or local law, rule or regulation or this Agreement is strictly prohibited. Access to other networks connected to the Village's MAN must comply with the Village's network rules and such other networks' rules.

F. Resale of Internet Access Service; Extension of Fiber Network or the MAN.

- (1) Village. The Village is authorized to continue to provide and to resell DISTRICT 204's Internet access service, obtained from DISTRICT 204, to the other current Permitted Users of the MAN and to any newly added Permitted Users of the MAN. The Internet access service being provided to the Village by DISTRICT 204 is a non-exclusive right of access. The Village, at its cost, may install additional network fiber to expand the MAN to new Permitted Users without the approval of DISTRICT 204. The Village, at its cost, may contract with one or more Internet Service Providers to increase the amount of High-Speed Internet/Broadband capacity that it has access to and use of, and further may install and maintain additional redundant fiber connections to maintain its source of continuous Internet access service for its own business uses and to satisfy its contractual obligations to provide Internet access service to other Permitted Users of the MAN. The Village agrees to not solicit or provide Internet access service to any customers of DISTRICT 204's fiber network, unless authorized in writing by DISTRICT 204 to do so and set forth in addendum to this Agreement. The Village is not authorized to install new fiber connections to DISTRICT 204's own fiber network for purposes of expanding the MAN, unless authorized in writing by DISTRICT 204 to do so and set forth in addendum to this Agreement.
- (2) DISTRICT 204. DISTRICT 204 is authorized to continue to provide and to resell DISTRICT 204's Internet access service, obtained from its Internet Service Provider, to the Village and to other customers of DISTRICT 204's fiber network. DISTRICT 204, at its cost, may install additional network fiber to expand its own fiber network to new customers without the approval of the Village. DISTRICT 204, at its cost, may contract with one or more Internet Service Providers to increase the amount of High-Speed Internet/Broadband capacity that it has access to and use of, and further may install and maintain additional redundant fiber connections to maintain its source of continuous Internet access service for its own business uses and to satisfy its contractual obligations to provide Internet access service to its own fiber network customers. DISTRICT 204 agrees to not solicit or provide Internet access service to any Permitted Users of the MAN, unless authorized in writing by the Village to do so and set forth in addendum to

this Agreement. DISTRICT 204 is not authorized to connect to the MAN for purposes of expanding DISTRICT 204's own fiber network, unless authorized in writing by the Village to do so and set forth in addendum to this Agreement.

G. Fiber Connections to the MAN. The MAN fiber-optic cables installed by the Village are located or shall be located on or in the Village's right-of-way, the Village's real property, other Permitted Users' real property and DISTRICT 204's real property. DISTRICT 204's IT network equipment, required to connect the terminated fiber-optic cables to DISTRICT 204's network, will be located on or in the Village's property and DISTRICT 204's property.

H. Access Easements and Related Insurance. During the Term of this Agreement, each Party shall maintain the required insurance coverages and grants temporary construction access easements to the other Party (and their contractors) to have a right to access and enter onto or into the real property and buildings, in accordance with the Party's regulations and guidelines, to perform the installation, repair, maintenance and restoration work for the Project, as set forth in Exhibit "B" (Temporary Construction Easements and Insurance Requirements) attached hereto and made a part hereof. Prior to any access and work being done under this provision, written notice of the proposed work and individuals who will be performing the work shall be delivered to the Village Manager and the Superintendent by the Party desiring to perform the work.

5. Term; Extended Term; Amendment. The Term of this Agreement shall commence on the date the last signatory executed this Agreement, after both Parties have approved this Agreement, and shall continue until December 31, 2021, unless terminated earlier as set forth below or unless the Term is automatically extended by the Parties in accordance with this Section 5. This Agreement shall be automatically extended for successive one (1) calendar year terms (each new Term being referred to as an "Extended Term"), unless written notice of non-renewal is provided by either Party to the other Party on or before September 1st of the then-current Term or any Extended Term, in which case this Agreement shall terminate on December 31 at 11:59 p.m. of the year timely notice is provided. The use of the word "Term" and "Extended Term" are interchangeable in this Agreement. The Parties may mutually agree to amend this Agreement by approving an addendum to this Agreement.

6. Rights and Duties of the Parties.

A. Ownership and Operation of the MAN. The fiber network of the MAN and all its related equipment is owned by the Village, or its licensors, and is protected by copyright and other intellectual property laws. DISTRICT 204 agrees that title to and ownership of the MAN and all its related equipment shall at all times and in any event be held exclusively by the Village. DISTRICT 204 shall not acquire any ownership interest in the MAN under the terms of this Agreement. DISTRICT 204 shall be entitled to only such rights with respect to access and use of the MAN as provided by Village, as are specifically granted herein.

B. Ownership and Operation of DISTRICT 204's Fiber Network. DISTRICT 204's fiber network and all its related equipment is owned by DISTRICT 204, or its licensors, and is protected by copyright and other intellectual property laws. The Village agrees that title to and ownership of DISTRICT 204's fiber network and all its related equipment shall at all times and in any event be held exclusively by the DISTRICT 204. The Village shall not acquire any ownership interest in DISTRICT 204's fiber network under the terms of this Agreement. The Village shall not acquire any ownership of DISTRICT 204's own fiber network under

the terms of this Agreement. The Village shall be entitled to only such rights with respect to access the Internet access services, as provided by DISTRICT 204, as are specifically granted herein.

C. Maintenance, Repairs and Upgrades.

(1) Connections to the MAN. In addition to its obligations provided elsewhere in this Agreement, the Parties, at their own respective costs, shall be responsible for all current and future costs and expenses related to the operation, testing, maintenance, repair, replacement and upgrades of their connections to the MAN and all equipment and software systems, program production, distribution, promotion, engineering modifications, fiber lines, repair and replacement costs, and all other similar costs and expenses related to their use of the MAN. DISTRICT 204, in consultation and with the prior written approval of the Village, shall at its own cost and expense provide, maintain, repair, replace, and upgrade the appropriate inter-connection between DISTRICT 204's network connection equipment and the MAN during the Term of this Agreement. If the Village or DISTRICT 204, or their respective contractor(s), damages the MAN fiber-optic cables as part of its network connection work or any future repair work to its equipment that is attached to the MAN fiber-optic cables or MAN-related IT equipment owned by either Party, the Party who causes the damage agrees to pay all repair or replacement costs that are incurred by the Village in repairing or replacing the MAN fiber-optic cables.

(2) The MAN. As the owner of the MAN, the Village, at its own cost, shall be responsible for all current and future costs and expenses involved with the operation, testing, maintenance, repair, replacement upgrade and expansion of the MAN and all equipment and software systems, program production, distribution, promotion, engineering modifications, equipment, maintenance, repair, replacement and upgrade costs, and all other similar costs and expenses related to the MAN.

D. Right to Inspect. The Village shall have the right, during normal business hours and upon prior notice, to inspect and approve all network connection equipment used by DISTRICT 204 pursuant to this Agreement to ensure compatibility with the MAN fiber-optic cables. This right of inspection and approval of any such network connection equipment does not in any way limit or restrict the scope and applicability of the Warranties and Indemnification provisions set forth herein. After DISTRICT 204's connection work is completed, the Village, at its own cost and expense, will provide normal repair, replacement and maintenance services to the MAN fiber-optic cables to allow the inter-connection between DISTRICT 204's equipment and the MAN during the Term of this Agreement.

7. Warranties.

A. Except as otherwise expressly set forth herein, the installation work performed by the Village relative to the man fiber-optic cables and internet access services are provided in "as-is, where-is condition," and neither the Village (or its affiliates) nor any of its providers or licensors makes any warranty, condition or guarantee with respect to the installation work and Internet access services or as to the results to be obtained from the use of the MAN or the Internet access services, under this Agreement or otherwise. The Internet access services are purchased with knowledge of this warranty limitation. The Village expressly disclaims all other warranties, conditions or guarantees of any kind, either express or implied, including, but not limited to, any warranties or conditions of merchantability, non-infringement, satisfactory quality and/or fitness or a particular purpose. The Village does not monitor, and disclaims all liability and responsibility for, the content of any communication transmitted by DISTRICT 204 or others, and disclaims all liability and responsibility for unauthorized use or misuse of the Internet access services.

B. Without prejudice to or limiting of DISTRICT 204's right to receive payment for the Internet access services, DISTRICT 204's entire liability for all claims of whatever nature (including claims based on negligence) arising out of this Agreement between DISTRICT 204 and the Village, and the provision by the Village of a connection to the MAN and its related facilities, transmissions, data, Internet access services or equipment including, but not limited to, damage to real/personal property, shall not exceed the amount paid by the Village for the monthly Internet access service as set forth herein for the prior six (6) months leading to the action giving rise to the claim; provided, however, that the foregoing limitations shall not apply for death or personal injury caused by DISTRICT 204, or for any other liability which may not be excluded or limited under applicable law. DISTRICT 204 agrees that the Village's entire liability for all claims of whatever nature (including claims based on negligence) arising out of this Agreement between DISTRICT 204 and the Village, and the provision by the Village of a connection to the MAN and its related facilities, transmissions, data, Internet access services or equipment including, but not limited to, damage to real/personal property, shall not exceed the amount paid by the Village for the monthly Internet access service as set forth herein for the prior six (6) months leading to the action giving rise to the claim; provided, however, that the foregoing limitations shall not apply for death or personal injury caused by the Village, or for any other liability which may not be excluded or limited under applicable law.

C. DISTRICT 204 recognizes that the Internet consists of multiple participating networks that are separately owned and not subject to the Village's control. DISTRICT 204 agrees that the Village shall not be liable for damages incurred or sums paid when the Internet access services are temporarily or permanently unavailable due to malfunction of, or cessation of, Internet services by network(s) or Internet service providers not subject to the Village's control, or for transmission errors in, corruption of or the security of DISTRICT 204 information carried on such networks or Internet service providers. The Village and its Affiliates shall have no liability hereunder for damages incurred or sums paid due to any fault of DISTRICT 204 or any third party, or by any harmful components (such as computer viruses, worms, computer sabotage and "denial of service" attacks). The Village and its Affiliates are not liable for any breach of security on DISTRICT 204's network, regardless of whether any remedy provided in this Agreement fails of its essential purpose, unless the Village or its Affiliates are grossly negligent or intentionally breach DISTRICT 204's security network. DISTRICT 204 agrees that it will not hold the Village or its Affiliates responsible for any selection or retention of, or the acts or omissions of, third parties in connection with the Internet access services (including those with whom the Village may contract to operate the services), or hold a third party responsible for any selection or retention of, or the acts or omissions of, the Village in connection with the Internet access services. Except for claims related to the Village's grossly negligent or intentional actions, without limiting the foregoing, DISTRICT 204 agrees that it will not hold the Village or its Affiliates responsible for: (a) third party claims against DISTRICT 204 for damages, (b) loss of or damage to DISTRICT 204's records or data or those of any third party, or (c) loss or damage to DISTRICT 204 associated with the inoperability of DISTRICT 204's equipment or applications with any component of the Internet access services or the MAN. DISTRICT 204 agrees to make all claims related to the Internet access services directly against the Village (and not its Affiliates), and waives any right to recover damages (directly or by indemnity) related to the services by claiming against or through a third party to this Agreement.

The Village recognizes that the Internet consists of multiple participating networks that are separately owned and not subject to DISTRICT 204's control. The Village agrees that DISTRICT 204 shall not be liable for damages incurred or sums paid when the Internet access services are temporarily or permanently unavailable due to malfunction of, or cessation of, Internet services by network(s) or Internet

service providers not subject to DISTRICT 204's control, or for transmission errors in, corruption of or the security of Village information carried on such networks or Internet service providers. DISTRICT 204 and its Affiliates shall have no liability hereunder for damages incurred or sums paid due to any fault of the Village or any third party, or by any harmful components (such as computer viruses, worms, computer sabotage and "denial of service" attacks). DISTRICT 204 and its Affiliates are not liable for any breach of security on the Village's network, regardless of whether any remedy provided in this Agreement fails of its essential purpose, unless DISTRICT 204 or its Affiliates are grossly negligent or intentionally breach the Village's security network. The Village agrees that it will not hold DISTRICT 204 or its Affiliates responsible for any selection or retention of, or the acts or omissions of, third parties in connection with the Internet access services (including those with whom DISTRICT 204 may contract to operate the services), or hold a third party responsible for any selection or retention of, or the acts or omissions of, the Village in connection with the Internet access services. Except for claims related to the DISTRICT 204's grossly negligent or intentional actions, without limiting the foregoing, the Village agrees that it will not hold DISTRICT 204 or its Affiliates responsible for: (a) third party claims against the Village for damages, (b) loss of or damage to the Village's records or data or those of any third party, or (c) loss or damage to the Village associated with the inoperability of the Village's equipment or applications with any component of the Internet access services or the MAN. The Village agrees to make all claims related to the Internet access services directly against DISTRICT 204 (and not its Affiliates), and waives any right to recover damages (directly or by indemnity) related to the services by claiming against or through a third party to this Agreement.

D. Neither the Village (and its Affiliates) nor anyone else involved in creating, producing, delivering (including suspending or discontinuing services) or supporting the Internet access services shall be liable to DISTRICT 204 for any indirect, incidental, special, punitive or consequential damages arising out of the services or inability to use the services, including, without limitation, lost revenue, lost profits, loss of technology, rights or services, even if advised of the possibility of such damages, whether under theory of contract or tort (including negligence, strict liability or otherwise), unless such damages arise out of the intentional misconduct of the Village or its Affiliates.

Neither DISTRICT 204 (and its Affiliates) nor anyone else involved in creating, producing, delivering (including suspending or discontinuing services) or supporting the Internet access services shall be liable to the Village for any indirect, incidental, special, punitive or consequential damages arising out of the services or inability to use the services, including, without limitation, lost revenue, lost profits, loss of technology, rights or services, even if advised of the possibility of such damages, whether under theory of contract or tort (including negligence, strict liability or otherwise), unless such damages arise out of the intentional misconduct of DISTRICT 204 or its Affiliates.

E. The Parties warrant and represent that they have the right to enter into this Agreement and that they have obtained and will maintain all authorizations, licenses and other applicable or appropriate clearances necessary for their respective performance under this Agreement; that their respective performance under the terms of this Agreement shall not violate nor infringe on the rights, of any kind or nature whatsoever, including but not limited to rights under copyright law, of any person, firm or corporation; that all programming transmitted by the Parties over the MAN hereunder will be maintained within the bounds of good public taste and with due regard for present-day standards and public conventions; and that such programming will not further nor advocate any illegal activity. The Parties further warrant and represent that they will comply with all applicable present and future federal, state and local laws, rules and regulations, including decisions and orders of the Federal Communications Commission, and DISTRICT 204 further agrees to comply with any operating rules as may reasonably and

legally be promulgated by the Village governing the operation and use of the MAN. In particular, and not by way of limitation, the Parties shall comply with the regulations of the Federal Communications Commission prohibiting the presentation of lottery information (47 CFR § 76.213), obscene or indecent matter (18 U.S. Code § 1464, 47 U.S. Code § 303), and requiring sponsorship identification (47 CFR § 73.1212).

8. Indemnification.

A. DISTRICT 204 will indemnify, defend and hold harmless the Village and its Affiliates, and its contractors and subcontractors from and against any claims, suits, actions and proceedings from any and all third parties, and for payment of any Losses, to the extent such Losses arise: (a) as a result of non-compliance by DISTRICT 204 with its obligations under this Agreement; (b) from any and all claims by any of DISTRICT 204's intended or unintended users or other third party end users in connection with the Internet access service (including, without limitation, any claims regarding content transmitted using the Internet access services or violation of data protection legislation), regardless of the form of action, whether in contract, tort, warranty or strict liability; provided, however, that DISTRICT 204 will have no obligation to indemnify and defend the Village against claims for damages for bodily injury or death caused by the Village's gross negligence or willful misconduct; or (c) from claims of copyright infringement and all manner of intellectual property claims, defamation claims, claims of publication of obscene, indecent, offensive, racist, unreasonably violent, threatening, intimidating or harassing material, and claims of infringement of data protection legislation, to the extent such Losses are based upon (i) the content of any information transmitted by DISTRICT 204 or by any of DISTRICT 204's intended or unintended users or authorized end users, (ii) the use and/or publication of any and all communications or information transmitted by DISTRICT 204 or by any of DISTRICT 204's intended or unintended users or authorized end users, or (iii) the use of Internet access services by DISTRICT 204 in any manner inconsistent with the terms of this Agreement.

B. The Village will indemnify, defend and hold harmless DISTRICT 204 and its Affiliates, and its contractors and subcontractors, from and against any claims, suits, actions and proceedings from any and all third parties, and for payment of any Losses, to the extent such Losses arise: (a) as a result of non-compliance by the Village with its obligations under this Agreement; (b) from any and all claims by any of the Village's intended or unintended users or other third party end users in connection with the Internet access service (including, without limitation, any claims regarding content transmitted using the Internet access services or violation of data protection legislation), regardless of the form of action, whether in contract, tort, warranty or strict liability; provided, however, that the Village will have no obligation to indemnify and defend DISTRICT 204 against claims for damages for bodily injury or death caused by DISTRICT 204's gross negligence or willful misconduct; or (c) from claims of copyright infringement and all manner of intellectual property claims, defamation claims, claims of publication of obscene, indecent, offensive, racist, unreasonably violent, threatening, intimidating or harassing material, and claims of infringement of data protection legislation, to the extent such Losses are based upon (i) the content of any information transmitted by the Village or by any of the Village's intended or unintended users or authorized end users, (ii) the use and/or publication of any and all communications or information transmitted by the Village or by any of the Village's intended or unintended users or authorized end users, or (iii) the use of Internet access services by the Village in any manner inconsistent with the terms of this Agreement.

C. DISTRICT 204 shall at all times indemnify and hold harmless the Village from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including reasonable attorney

fees, arising out of DISTRICT 204's transmission of any data or communications over the MAN, or any of the operations of DISTRICT 204 or any claims or causes of action that are brought by third parties relating any matter covered by this Agreement. The Village shall promptly notify DISTRICT 204 of any claim or litigation to which this indemnity applies, and the Village may, at its option, allow DISTRICT 204 to assume the defense of any such claim or litigation, in which event DISTRICT 204's obligations with respect to it shall be limited to the payment of any defense attorney fees and litigation costs and any judgment entered against the Village and/or DISTRICT 204 or any settlement approved by the Village in connection therewith. If the Village assumes its own defense (or if a conflict of interest arises that prevents one attorney or law firm from jointly defending both Parties), DISTRICT 204 shall then pay the reasonable attorney fees and litigation costs incurred by the Village upon demand and any judgment entered against the Village or any settlement approved by the Village in connection therewith.

D. The Village shall at all times indemnify and hold harmless DISTRICT 204 from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including reasonable attorney fees, that are brought by third parties relating to relating any matter covered by this Agreement. DISTRICT 204 shall promptly notify the Village of any claim or litigation to which this indemnity applies, and the Village shall assume the defense of any such claim or litigation, in which event the Village's obligations with respect to it shall be limited to the payment of any defense attorney fees and litigation costs and any judgment entered against the Village and/or DISTRICT 204 or any settlement approved by DISTRICT 204 in connection therewith. If a conflict of interest arises that prevents one attorney or law firm from jointly defending both Parties, the Village shall the pay the reasonable attorney fees and litigation costs incurred by DISTRICT 204 upon demand and any judgment entered against DISTRICT 204 or any settlement approved by DISTRICT 204 in connection therewith.

9. Suspension; Termination; Default.

A. Either Party may terminate this Agreement at any time upon thirty (30) calendar days written notice to the other Party. However, if DISTRICT 204's contract with its Internet Service Provider provides for a penalty for early cancellation or requires continuation of payment of Monthly Service Fees for a period of time, then the Party seeking cancellation or termination shall be obligated to pay the penalty or its portion of the Monthly Service Fees for the required time period. If DISTRICT 204 unilaterally terminates this Agreement, the Village shall not be responsible for payment of any cancellation or termination costs, fees or penalties. Any cessation or interruption in the Internet access service does not constitute a default or breach of this Agreement, and the Village agrees to waive and release DISTRICT 204 and its related Affiliates from any liability in connection with any damages of any kind incurred by the Village, including lost revenues, which arise, or are alleged to arise, out of any interruption of or defect in the Internet access services, regardless of whether such interruption or defect is caused by the Internet Service Provider, *Force Majeure* or the negligence (but not the willful misconduct) of DISTRICT 204 or its Affiliates.

B. In addition to the above thirty (30) day cancellation or termination provision, DISTRICT 204, in its discretion and upon written notice, may restrict, suspend or terminate this Agreement, or the Village's access to the provided Internet access services, at any time if: (a) there is a need for DISTRICT 204 to use some or all of the High-Speed Internet/Broadband 3 G bps capacity allocated to the Village to conduct DISTRICT 204's business relating to public health, safety or emergency matters (in such case, a credit or rebate will be paid to the Village based on a per-day proration of the Monthly Service Fee); or (b) the Village is in material breach of this Agreement and has not taken action to cure the breach; or (c) the Village's account is unpaid sixty (60) calendar days after date of invoice; or (d) the MAN or Internet

access at DISTRICT 204's connection point or location is no longer available (i.e., no connectivity and building access). If the Village defaults in any of its obligations under this Agreement, the Village agrees to pay DISTRICT 204's reasonable expenses, including but not limited to legal and collection agency fees, incurred by DISTRICT 204 in enforcing its rights. If this Agreement is cancelled or terminated or expires at the end of its Term, DISTRICT 204, at its cost, agrees to disconnect its network connection equipment from the MAN fiber-optic cables. In such case, the Village has the right, through its own equipment, to terminate DISTRICT 204's access to the MAN and any Internet access services provided by the Village to DISTRICT 204 (e.g., a redundant connection). In such case, DISTRICT 204 has the right, through its own equipment, to terminate Village access to any Internet access services provided by DISTRICT 204 to the Village.

C. In addition to the above thirty (30) calendar day cancellation or termination provision, the Village, in its discretion and upon written, may restrict, suspend or terminate this Agreement, or DISTRICT 204's use of or access to the MAN and any Village-provided Internet access services, or both, at any time if: (a) there is a need for the Village to use the MAN or some or all of the High-Speed Internet/Broadband capacity allocated to DISTRICT 204 to conduct the Village's business relating to public health, safety or emergency matters (in such case, a credit or rebate will be paid to DISTRICT 204 based on a per-day proration of the applicable monthly service fee); or (b) DISTRICT 204 is in material breach of this Agreement and has not taken action to cure the breach, and, in the Village's sole reasonable judgment, an immediate restriction or suspension is necessary to protect the MAN or the Village's ability to use the MAN or to provide Internet access services to other Permitted Users of the MAN; or (c) DISTRICT 204's account is unpaid sixty (60) calendar days after the date of invoice; or (d) the MAN or Internet access at the Village's connection point or location is no longer available (i.e., no connectivity and building access). If DISTRICT 204 defaults in any of its obligations under this Agreement, DISTRICT 204 agrees to pay the Village's reasonable expenses, including but not limited to legal and collection agency fees, incurred by the Village in enforcing its rights.

D. If one Party breaches any material term or provision of this Agreement and fails to cure such breach within ten (10) calendar days after receipt of written notice of the same, the non-breaching Party may terminate this Agreement or file suit to enforce its rights under this Agreement.

10. DISTRICT 204 and Village Employees. All persons employed in connection with DISTRICT 204's performance under this Agreement shall be and shall remain DISTRICT 204's employees, and DISTRICT 204 shall have the entire responsibility as employer of its employees and shall discharge all the obligations of any employer under any federal, state or local law, regulation or order, now or later in force. All persons employed in connection with the Village's performance under this Agreement shall be and shall remain the Village's employees, and the Village shall have the entire responsibility as employer of its employees and shall discharge all the obligations of any employer under any federal, state or local law, regulation or order, now or later in force.

11. Relationship of the Parties. Neither Party is the agent or legal representative of the other Party, and this Agreement does not create an association, partnership, joint venture, fiduciary relationship or relationship of principal and agent between the Village and DISTRICT 204. Neither Party shall have any authority to agree for or bind the other Party in any manner whatsoever. This Agreement confers no rights, remedies or claims of any kind upon any third party, including, without limitation, the Village's intended or unintended users or end users.

12. Notice. Notices, if required, must be sent in writing by email, facsimile, courier or first class mail (postage prepaid) to the individuals listed below. In the event of any emergency, either Party may only be able to provide verbal notice first; such verbal notice will be followed by written notice. The Parties are responsible for accuracy of their respective information, including points of contact. Any notices which are required or which shall be given shall be addressed as follows:

<p>If to the Village:</p> <p>Attn: Village Manager Village of Western Springs 740 Hillgrove Avenue Western Springs, Illinois 60558 708/246-1800 ext. 125 (phone) 708/246-0284 (fax)</p>	<p>If to DISTRICT 204:</p> <p>Attn: Superintendent of Schools Lyons Township High School 100 South Brainard Avenue LaGrange, Illinois 60525 708/579-6300 (phone) 708/579-6491(fax)</p>
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The notices shall be in writing and directed to the addresses of the Parties set forth above, unless and until either or both of the Parties advises the other Party in writing of any change of address to which the notices shall be sent.

13. Applicable Law; Venue. This Agreement and all matters or issues relating to its interpretation and enforcement shall be governed by the laws of the State of Illinois applicable to contracts performed entirely within this State. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

14. Entire Agreement. This Agreement contains the entire understanding of the Parties, supersedes all prior understandings relating to the subject matter contained, and cannot be changed or terminated orally.

15. Compliance with Laws. The Parties agree to comply with all applicable provisions of Federal, State and local laws and regulations, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 *et seq.*), the Illinois Prevailing Wage Act, minimum wages laws, the Illinois Fair Employment Practices Act, the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), the Occupational Safety and Health Act standards, the Illinois Equal Pay Act of 2003, workers' compensation laws, the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*), the Smoke Free Illinois Act, the USA Security Act, the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*), the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission and EEOC or other governmental authority or regulatory body pertaining to all aspects of the services, now in effect, or which may become in effect during this Agreement.

16. Dispute Resolution; Negotiation. The Parties desire to resolve any future disputes that may arise between them relative to this Agreement by avoiding termination of this Agreement or litigation. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If any Party has a dispute about a violation, interpretation or application of a provision of this Agreement, or if a dispute arises regarding a Party's failure to comply with the terms of this Agreement, then a written notice prepared by the affected Party, or his/her/its representative, shall be served on the Party at issue as provided in Section 12 (Notice) of this Agreement. The written notice shall set forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent

to the dispute. Within ten (10) calendar days of receipt of the notice, the Parties shall schedule a date to conduct a conference to attempt to resolve the dispute. Such conference shall be conducted within thirty (30) calendar days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the Parties may mutually agree), then either Party may pursue remedies available under this Agreement or available under applicable law.

17. Exhibits. True and correct copies of the attached Exhibit(s) are incorporated herein and made a part of this Agreement and are identified as follows:

- Exhibit "A" – Estimated Cost of the 2021 Upgrade Connection Project
- Exhibit "B" – Temporary Construction Easements and Insurance Requirements

18. Additional Provisions.

A. Except as to payment obligations of the Village, neither Party shall have any claim or right against the other Party for any failure of performance due to *Force Majeure*.

B. Neither Party shall assign this Agreement without the Other Party's prior written consent, which consent shall not unreasonably be withheld. Any such assignment by one Party without prior written consent of the other Party shall be void. DISTRICT 204 shall allow the Village to continue to provide high-speed Internet access to all Permitted Users of the MAN.

In witness hereof, the Parties have executed this Agreement, effective as of the day and year first written above, based on the date that the last signatory has executed this Agreement.

VILLAGE OF WESTERN SPRINGS

**LYONS TOWNSHIP HIGH SCHOOL –
DISTRICT 204**

By : _____
Alice F. Gallagher, Village President

By: _____
Timothy B. Kilrea, Superintendent

Date: _____, 2021

Date: _____, 2021

Attest: _____
James Horvath
Acting Village Clerk

Attest: _____
Name: _____
Secretary

Date: _____, 2021

Date: _____, 2021

Exhibit "A"

Estimated Cost of the 2021 Upgrade Connection Project

(attached)

Exhibit "B"

Temporary Construction Easements and Insurance Requirements

(attached)

TEMPORARY CONSTRUCTION EASEMENT and INSURANCE REQUIREMENTS

Insurance Requirements

During the Term of this Agreement, the Parties agree to purchase and maintain the following types of insurance in not less than the specified amounts to satisfy their indemnification obligations under this Agreement:

- A. Comprehensive General Liability - \$2,000,000.00 per occurrence.
- B. Worker's Compensation - Statutory Limits.

The DISTRICT 204 shall furnish to the Village Manager satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies licensed to do business in Illinois, before commencing any work covered by this Agreement. Such proof shall consist of insurance certificates or policies executed by the respective insurance companies. Said certificates or policies shall contain a clause to the effect that the insurance policy/policies shall not be canceled, expire or changed as to the amount of coverage without written notification thirty (30) days in advance to the Village Manager. In addition, said certificates shall list the "Village and its officers, appointed and elected officials, president and trustees, agents, employees, volunteers, attorneys, representatives" as additional insureds on all required insurance policies.

The DISTRICT 204 insurance and any contractor and sub-contractor insurance shall be primary to any insurance coverage of the Village regarding claims or clauses of action arising from any work performed by the DISTRICT 204 or its contractor and sub-contractor or relative to any indemnification obligation of the DISTRICT 204 under this Agreement. The DISTRICT 204 shall require all contractors and sub-contractors to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required of the DISTRICT 204 during the time period that they are performing any work covered by this Agreement.

The Village shall furnish to the Superintendent satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies licensed to do business in Illinois, before commencing any work covered by this Agreement. Such proof shall consist of insurance certificates or policies executed by the respective insurance companies. Said certificates or policies shall contain a clause to the effect that the insurance policy/policies shall not be canceled, expire or changed as to the amount of coverage without written notification thirty (30) days in advance to the Superintendent. In addition, said certificates shall list the "DISTRICT 204 and its officers, appointed and elected officials, president and trustees, agents, employees, volunteers, attorneys, representatives" as additional insureds on all required insurance policies.

The Village insurance and any contractor and sub-contractor insurance shall be primary to any insurance coverage of the DISTRICT 204 regarding claims or clauses of action arising from any work performed by the Village or its contractor and sub-contractor or relative to any indemnification obligation of the Village under this Agreement. The Village shall require all contractors and sub-contractors to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required of the Village during the time period that they are performing any work covered by this Agreement.

Temporary Construction Easement for Benefit of DISTRICT 204

The Village grants to the DISTRICT 204 and its contractors a Temporary Construction Easement across, in, over and under those portions of the Village property and right-of-way, as shown on the MAN Fiber-Optic Cable/ Equipment Installation Map, for purposes of access and allowing the DISTRICT 204 to install its network connection equipment and to connect to the MAN fiber-optic cables, to complete the Project and to perform any work covered by this Agreement. The work covered by the Temporary Construction Easement includes but is not limited to all debris removal, site clearing and grading, auguring and trenching, constructing, installing, reconstructing, restoration, replacing, removing, maintaining, altering, inspecting, repairing and operating equipment relative to the installation of the network connection equipment by the DISTRICT 204 and its contractors to connect to the MAN, to complete the Project and to perform any work covered by this Agreement. The temporary easement rights granted hereunder are subject to the following terms and conditions: (a) the term of this Temporary Construction Easement document shall expire upon termination of this Agreement; (b) said installation and restoration work shall be completed in a good and workmanlike manner; (c) after the installation and restoration work is complete, the Temporary Access Easement areas shall be restored and repaired and left in as good or better condition than existed immediately prior to the work. The DISTRICT 204 agrees to obtain sworn contractor affidavits and full waivers of lien from all contractors, subcontractors and suppliers for the services, materials and labor that are delivered to or expended on the Village property and right-of-way as part of the Project and shall provide executed copies of such documents to the Village Manager as the work is completed or materials are supplied. The DISTRICT 204 shall indemnify and hold harmless the Village against any such liens.

Temporary Construction Easement for Benefit of the Village

The DISTRICT 204 grants to the Village and its contractors a Temporary Construction Easement across, in, over and under those portions of the DISTRICT 204 property, as shown on the MAN Fiber-Optic Cable/ Equipment Installation Map, for purposes of access and allowing the Village to install the MAN fiber-optic cables, to complete the Project and to perform any work covered by this Agreement. The work covered by the Temporary Construction Easement includes but is not limited to all debris removal, site clearing and grading, auguring and trenching, constructing, installing, reconstructing, restoration, replacing, removing, maintaining, altering, inspecting, repairing and operating equipment relative to the installation of the MAN fiber-optic cables by the Village and its contractors to connect to the MAN, to complete the Project and to perform any work covered by this Agreement. The temporary easement rights granted hereunder are subject to the following terms and conditions: (a) the term of this Temporary Construction Easement document shall expire shall expire upon termination of this Agreement; (b) said installation and restoration work shall be completed in a good and workmanlike manner; (c) after the installation and restoration work is complete, the Temporary Access Easement areas shall be restored and repaired and left in as good or better condition than existed immediately prior to the work. The Village agrees to obtain sworn contractor affidavits and full waivers of lien from all contractors, subcontractors and suppliers for the services, materials and labor that are delivered to or expended on the DISTRICT 204 property as part of the Project and shall provide executed copies of such documents to the Superintendent as the work is completed or materials are supplied. The Village shall indemnify and hold harmless the DISTRICT 204 against any such liens.