



Sarah Kenney <skenney@barringtonhills-il.gov>

Fwd: Memo ICMS Fiber

1 message

Robert Kosin <rkosin@barringtonhills-il.gov>

Fri, Jun 24, 2011 at 5:05 PM

To: Sarah Kenney <skenney@barringtonhills-il.gov>

Memo to follow

----- Forwarded message -----

From: Robert Kosin <rkosin@barringtonhills-il.gov>

Date: Fri, 24 Jun 2011 15:53:53 -0500

Subject: Memo ICMS Fiber

To: Dolores Trandel <clerk@barringtonhills-il.gov>

To Village President

CC: Board of Trustees

Subject: ICMS Fiber Network

The Illinois Central Management Services maintain an fiber network linking public facilities including libraries, universities and regional emergency response centers. In planning for the connections of the VBH/DAS fiber, CMS has propose an IGA that would permit but retain the privacy of the respective networks.

RESOLUTION AUTHORIZING AND APPROVING A NETWORK CONFIDENTIAL INFORMATION DISCLOSURE AGREEMENT WITH THE STATE OF ILLINOIS

WHEREAS, the Village of Barrington Hills (“Barrington Hills”) located in the Counties of Cook, Kane, Lake and McHenry in the State of Illinois, is a home rule municipality; and

WHEREAS, Barrington Hills and State of Illinois (the “State”) each own and operate a fiber optic network with the jurisdiction of Barrington Hills; and

WHEREAS, the State and Barrington Hills desire to share, on a confidential basis, certain information regarding their respective networks; and

WHEREAS, the President and Board of Trustees of Barrington Hills deem it advisable, necessary, appropriate, and in the public interest and find that it would best serve the public and corporate purposes for Barrington Hills to enter into a Network Confidential Information Disclosure Agreement (the “Agreement”) with the State, a copy of which is attached hereto and expressly made a part hereof as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry in the State of Illinois, a home rule municipality as follows:

Section 1: Recitals. The foregoing recitals are hereby incorporated into this Resolution as findings of the President and Board of Trustees.

Section 2: Authorization. The President and Board of Trustees hereby authorize and approve the execution of the Agreement substantially in the form attached hereto and made part hereof as Exhibit A.

Section 3: Execution and Delivery. The President and Village Clerk of the Village of Barrington Hills are hereby authorized and directed to execute and deliver to all of the other parties, the Agreement substantially in the form of Exhibit A and to do all things necessary and essential, including the execution of any other documents and certificates to accomplish the agreement hereinabove authorized and set forth in the Agreement.

Section 4: Effective Date. This Resolution shall be in full force an effect from and after its approval and publication according to law.

APPROVED THIS ____ **day of** _____, **2011**

AYES:_____ **NAYS:**_____ **ABSENT:**_____

ATTEST:

Village Clerk

Village President

EXHIBIT A
NETWORK CONFIDENTIAL INFORMATION DISCLOSURE AGREEMENT

NETWORK CONFIDENTIAL INFORMATION NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into effective as of, _____, 2011, by and between the State of Illinois (the "State"), and the Village of Barrington Hills, an Illinois home-rule municipal corporation ("Village").

Recitals

A. Both parties, for their mutual benefit, desire to disclose to each other certain specifications, designs, plans, drawings or other business and/or technical information which is proprietary, restricted or secret, and confidential to the disclosing party ("CONFIDENTIAL INFORMATION").

B. Article VII, Section 10, of the Constitution of the State of Illinois of 1970, provides that units of local government may contract or otherwise associate among themselves to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) further authorizes intergovernmental cooperation.

NOW, THEREFORE, the State and Village agree as follows:

1. Each party shall use such CONFIDENTIAL INFORMATION provided to it only for the purpose of discussing street level route information for the State's fiber optic network data points and paths with the State's support team in discussions regarding the State's fiber project and the Village's potential connection thereto through the Village's fiber optic network. Each party shall restrict disclosure of such CONFIDENTIAL INFORMATION to its employees with a need to know (and advise such employees of the obligations assumed herein), and shall not disclose such CONFIDENTIAL INFORMATION to any third party without prior written approval of the other, subject to the provisions of the State Freedom of Information Act.

These restrictions on the use or disclosure of CONFIDENTIAL INFORMATION shall not apply to any CONFIDENTIAL INFORMATION: (i) which is independently developed by the disclosing party or is lawfully received free of restriction from another source having the right to so furnish such CONFIDENTIAL INFORMATION; (ii) after it has become generally available to the public without breach of this Agreement by either party; (iii) which, at the time of disclosure to the other party, was known to the disclosing party to be free of restriction; or (iv) which the other party agrees in writing is free of such restrictions.

2. No license under any trademark, patent, copyright, mask work protection right or any other intellectual property right is either granted or implied by sharing CONFIDENTIAL INFORMATION between the parties. None of the CONFIDENTIAL INFORMATION which may be disclosed by a party shall constitute any representation, warranty, assurance, guarantee or inducement by such party of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask work protection rights or any other intellectual property rights, or other rights of third persons or of a party.

3. All CONFIDENTIAL INFORMATION furnished hereunder shall be returned to the party providing such CONFIDENTIAL INFORMATION at the conclusion of each meeting between Village and the State.

4. This Agreement shall be governed by the laws of the State of Illinois.

5. The obligations of this Agreement with respect to the disclosure and use of CONFIDENTIAL INFORMATION shall survive for a period of three (3) years from the date of last disclosure.

6. The parties recognize and agree that the obligations under paragraphs 1 and 6 of this Agreement shall survive the termination of this Agreement, and the parties shall be bound by such obligations after termination hereof.

7. This Agreement constitutes the entire understanding between the parties hereto as to the CONFIDENTIAL INFORMATION and merges all prior discussions between them relating thereto.

8. No amendment of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

State of Illinois
Department of Central Management Services
BCCS, Network Services

Village of Barrington Hills,
an Illinois Municipal corporation

By: _____

By: _____

(Typed or printed name)

Name: Robert Abboud

(Title)

Its: President

Attest: _____

Its: _____ Village Clerk