

RESOLUTION NO. R2023-09

**A RESOLUTION APPROVING AN AGREEMENT WITH
ALL INFORMATION SERVICES, INC. FOR IT PROFESSIONAL
SERVICES**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, on December 7, 2020, the City Council approved Resolution No. 2020-76, approving a two-year master services agreement with All Information Services, Inc. ("**Consultant**") for outsourced or "managed" IT professional services ("**Services**"), which agreement expired on December 18, 2022; and

WHEREAS, the Consultant has satisfactorily performed the Services; and

WHEREAS, in accordance with Section 1-8-4.B.6(a)(1) of the Warrenville City Code, City staff has determined that the procurement of the Services is not adapted to award by competitive bidding because the Services require a high degree of professional skill and judgement; and

WHEREAS, Consultant submitted a proposal to continue to perform the Services for a one-year term at a monthly rate of \$8,708; and

WHEREAS, the City staff recommends that the City enter into a one-year master services agreement with Consultant for the performance of the Services at the price proposed ("**Agreement**"); and

WHEREAS, the Fiscal Year 2023 Budget has sufficient funds budgeted for the Agreement, and the Fiscal Year 2024 Budget will include sufficient funds for the remainder of the Agreement term; and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Agreement with Consultant;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Agreement. The Agreement with Consultant for the performance of the Services is hereby approved substantially in the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Administrator and the City Attorney.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator and the City Clerk to execute and seal, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the Agreement from Consultant; provided, however, that if the City Clerk does not receive such executed copies of the Agreement from the Consultant within 60 days after the date of adoption of this Resolution, then the authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

PASSED THIS _____ day of _____, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS _____ day of _____, 2023.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
AGREEMENT

EXHIBIT D



All Information Services, Inc.
1815 S Meyers Road, Suite 820
Oakbrook Terrace, Illinois 60181
Phone (708) 352-7050 | Fax (708) 469-2559

Name	The City of Warrenville	Date	09/21/2022
Address	3S258 Manning Ave	Site Telephone Number	(630) 393-9427
City, State, Zip	Warrenville, IL 60555	Agreement No.	28115
Site Contact	Cristina White	Site Contact Telephone	(630) 393-9427

MASTER SERVICES AGREEMENT

All Information Services, Inc. ("AIS" or "Consultant") and The City of Warrenville ("CLIENT") agree as follows:

- SERVICE.** Consultant will provide IT Managed Professional Services ("Service") as outlined in this agreement and as further described in Exhibits A, B, C, and D attached to and, by this reference made a part of this Agreement.
- SERVICE, SITE, TERM, AND CHARGE.** Consultant shall provide Service at the Service Site(s) for a period of 12 months commencing on the date of implementation. The charge for Service during the term shall be subject to periodic auditing and adjustment and is payable monthly in advance, plus any applicable taxes. This agreement will be effective 12/19/2022. Please note that services will not be implemented until payment is received on invoice for current month services.
- REGULAR SERVICE.** Mondays and Wednesdays shall be regular on-site service days for Client. Repair personnel as required shall either remotely address or be physically dispatched to the Service Site within the response times indicated in Schedule A of the Agreement for The City of Warrenville's request for Regular Service, Monday through Friday, between 8:30am to 5pm Central Time Zone, except when The City of Warrenville's request is made on, or on a day preceding a Federal holiday. When The City of Warrenville's request is made on, or a day preceding, a Federal holiday, repair personnel shall be dispatched to the Service Site on the next normal workday.
- EMERGENCY SERVICE.** Consultant shall perform emergency Service promptly without regard to the time of day or the day of the week, including holidays, and repair personnel as are required shall either be dispatched remotely or physically to the Service Site as specified in Exhibit A.
- THIRD PARTY EQUIPMENT:** The decision to acquire hardware, software (in any form), supplies or service from parties other than CONSULTANT (Third Party Equipment) is The City of Warrenville's decision, even if Consultant aids The City of Warrenville to identify, evaluate or select them. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, CONSULTANT IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS LIABILITY FOR, PERFORMANCE OR QUALITY OF THIRD PARTY EQUIPMENT OR THEIR SUPPLIERS, AND THEIR FAILURE WILL NOT AFFECT The City of Warrenville's OBLIGATIONS TO CONSULTANT. Any claim that The City of Warrenville has in connection with Third Party Equipment and any remedies for such claim shall be made by The City of Warrenville against the supplier of such Third Party Equipment.
- PERSONNEL.** Consultant shall provide all personnel necessary to complete the services. Consultant shall notify the City as soon as practicable after terminating the employment of, reassigning, or receiving notice of resignation of, any key personnel working with the City. Consultant shall have no claim for damages and shall not bill the City for additional time or materials charges as the result of any portion of the services which must be duplicated or redone due to such termination or for any delay or extension of time of performance as a result of any such termination, reassigning, or resignation.
 - APPROVAL AND USE OF SUBCONTRACTORS.** Consultant shall perform services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of Consultant. For purposes of this Agreement, "Consultant" shall be deemed also to refer to all subcontractors of Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
 - Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the

amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

7. CONFIDENTIAL INFORMATION.

- a. **Confidential Information.** In the performance of this Agreement, the parties may have access to or receive certain information in the possession of the other party that is not generally known to members of the public ("Confidential Information"). The parties acknowledge that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, residential and commercial utility account data, and other information of a personal nature. Each party shall not use or disclose any Confidential Information or any finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of this Agreement ("Work Product") without the prior written consent of the other party except as provided in Section 7.b of this Master Agreement. Each party will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the other party. Upon the expiration or termination of this Agreement, each party shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the other party along with all copies thereof in its possession including copies stored in any computer memory or storage medium; provided however that the City may retain documents as necessary to comply with the Local Records Act.
- b. **Dissemination of Information.** Each party shall not disseminate any information obtained in performance of Services to a third party without the prior written consent of the other party; provided however that the City may disclose documents necessary to comply with the Freedom of Information Act, court order, or as may otherwise be required by law in good faith reliance upon the advice of its legal counsel without obtaining prior written consent of Consultant. Each party shall not issue publicity news releases or grant press interviews during or after the performance of the Services, except as may be required by law or with the prior written consent of the other party. If a Party is required to disclose Confidential Information of the other Party pursuant to governmental authority, law, decree, or regulation, or is presented with a request for documents by any administrative agency or with a subpoena or court order regarding any Confidential Information and/or Work Product which may be in its possession as a result of Services provided under this Agreement, such party shall immediately give notice to the other party with the understanding that the other party shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party; provided, however, that disclosures made pursuant to the Freedom of Information Act shall be made in accordance with Section 7.e of this Agreement and shall not require notice to the other Party. The parties shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Each party shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by it under this Agreement.
- c. **Ownership.** Consultant agrees that, to the extent permitted by law, any and all Work Product shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Agreement. To the extent any Work Product does not qualify as a "work for hire," Consultant irrevocably grants, assigns, and transfers to the City all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and Work Product shall at all times be and remain the property of the City. Consultant shall execute all documents and perform all acts that the City of Warrenville may request in order to assist the City of Warrenville in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product. All of the foregoing items shall be delivered to the City of Warrenville upon demand at any time and in any event, shall be promptly delivered to the City of Warrenville upon expiration or termination of this Agreement within three (3) business days of demand. In addition, Consultant shall return the City of Warrenville's data in the format requested by the City of Warrenville. If any of the above items are lost or damaged while in Consultant's possession, such items shall be restored or replaced at Consultant's expense. Notwithstanding the foregoing, the Parties agree that the Consultant has created, acquired, owns or otherwise has rights in, and may, in connection with the provision of the Services or Deliverables, use, provide, modify, create, acquire or otherwise obtain rights in, methods, methodologies, procedures, processes, know-how, techniques, models, templates, and tools that are not explicitly described as Deliverables and do not constitute Work Product, including any materials developed before the applicable Task Order, provided by the Consultant or its suppliers or licensors, which shall be the sole and exclusive property of the Consultant or such suppliers or licensors, as appropriate, and all rights related thereto, including, without limitation, copyrights, trademarks, trade secrets, patents, and other intellectual property or proprietary rights, are hereby exclusively reserved by the Consultant or its applicable owner. Further, the work papers prepared pursuant to this Agreement (i.e., the Consultant's internal documentation intended to document and substantiate the Services and Deliverables) are the sole and exclusive property of the Consultant, constitute confidential, proprietary and trade secret information, and will be retained by the Consultant in accordance with our policies and procedures and all applicable laws.
- d. **Injunctive Relief.** In the event of a breach or threatened breach of this Section 7, each party acknowledge and agree that the other party would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, each party agrees that the other party shall be entitled to seek immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the parties may have in equity, by law or statute.

- e. **Freedom of Information Act.** Consultant acknowledges that this Agreement and all documents submitted to the City of Warrenville related to the Agreement award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state or federal laws now existing or adopted later. The City of Warrenville will make all reasonable and lawful efforts to assert applicable and valid exemptions from disclosure for information and records that Consultant designates as trade secrets or commercial or financial information furnished to the City of Warrenville under a claim that such information or records are proprietary, privileged, or confidential.
- f. **Survival.** The provisions of this Section shall survive the termination or expiration of the Agreement.
8. **FORCEMAJEURE.** Consultant shall have no liability for delays, failure in performance or damages due to fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or causes beyond Consultant's control whether or not similar to the foregoing.
9. **NON-SOLICITATION.** The City of Warrenville acknowledges that Consultant, and Consultant acknowledges that The City of Warrenville has a legitimate and reasonable desire to retain its personnel and enjoy the benefit of each respective organization's investment in its personnel. During the course of this Agreement, and for eighteen (18) months subsequent to the termination of this Agreement, both Consultant and The City of Warrenville are prohibited from recruiting active Employees from the partner organization for hire or offering assistance in possible recruitment of Employees.
10. **REMEDIES AND LIMITATION OF LIABILITY.** In the event of any material breach of this Contract by Consultant which shall continue for sixty (60) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to Consultant by The City of Warrenville, The City of Warrenville may(i) terminate this Agreement in accordance with Section 12 of this Agreement without penalty by providing written notice thereof to Consultant, (ii) the City of Warrenville may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the breach; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement; (iii) the City of Warrenville may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City of Warrenville as the result of any breach by the Consultant or as a result of actions taken by the City of Warrenville in response to any breach by the Consultant . . In the event The City of Warrenville fails to pay the charge for Service or Additional Services when due, Consultant shall have the right to suspend its performance under this Agreement upon providing verbal or written notice thereof to Buyer and/or to terminate this Agreement if The City of Warrenville has not paid Consultant all amounts due within thirty (30) days of Consultant's written notice thereof. **THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARE EXCLUDED FROM THIS AGREEMENT AND SHALL NOT APPLY TO THE SECURITY EQUIPMENT AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT WHETHER PROVIDED BY CONSULTANT PURSUANT TO ITS OBLIGATIONS TO PROVIDE SERVICE OR ADDITIONAL SERVICES OR TO ANY SERVICE OR ADDITIONAL SERVICES PERFORMED UNDER THIS AGREEMENT. IN NO EVENT WILL CONSULTANT BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. CONSULTANT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY BREACH OF THIS AGREEMENT OR FOR ANY ACTION ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT.**
11. **CANCELLATION/TERMINATION.** The City of Warrenville may terminate this agreement at any time, for any reason in its sole discretion, upon sixty (60) days written notice to Consultant. In the event this Agreement is terminated by either party for convenience, and not due to any breach of this Agreement, neither party shall have any further obligation to the other party except that Consultant shall refund to The City of Warrenville any portion of the charge paid for Service for the period subsequent to the effective date of termination less any amounts then due Consultant for Service and/or Additional Services performed prior to such termination. Termination of this Agreement by Consultant shall not constitute a waiver by Consultant of any amounts due Consultant for Service or Additional Services. Consultant may terminate this agreement at any time, for any reason in its sole discretion, upon ninety (90) days written notice to The City of Warrenville. Upon such termination effective date, charges shall be prorated and refunded to The City of Warrenville. If you fail to perform any material term or condition of this Agreement (e.g., fail to pay any charge when due) and such failure continues for thirty (30) days after receipt of written notice, you shall be in default and Consultant may terminate this Agreement and exercise any available rights.
12. **TERMINATION FOR CAUSE.** Customer may terminate the whole or any part of this Agreement, by written notice of default to Consultant, in any one of the following circumstances:
- If Vendor fails to perform any duties or obligations within the time specified herein or any written extension thereof granted by Customer.
 - If Vendor so fails to make progress as to endanger performance of this Agreement in accordance with its terms.
 - If Vendor fails to comply with any of the material terms and conditions of this Agreement. Such termination shall become effective if Vendor does not cure such failure within a period of ten (10) days after written notice of default by Customer.
 - If the other party is declared insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a receiver is appointed or any proceeding is demanded by, for or against the other under any provision of the Federal Bankruptcy Act or any amendment thereof.

Upon termination, Customer may procure, upon such terms as it shall deem appropriate, services similar to those so terminated. Vendor shall continue performance of this Agreement to the extent not terminated.

13. **DISPUTES.** A. Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this agreement. If a Dispute arises, the parties will endeavor to resolve the dispute through good faith negotiation within forty-five days (45) of notification of the

Dispute. If the Dispute cannot be settled through good faith negotiation, Consultant and The City of Warrenville will file the Dispute in the 18th Judicial Circuit Court, DuPage County, Illinois. The parties, their representatives, other participants and the arbitrator shall hold the existence, content and result of arbitration.

- 14. TRANSITION UPON TERMINATION.** Upon termination or prior to expiration of the Term or any applicable Renewal Term, the City shall begin transition efforts and Consultant shall assist with such transition. Consultant and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Consultant to the City, or to any other person or entity the City may designate, and to maintain during such period of transition the same quality of services otherwise afforded to the City pursuant to the terms hereof. During any transition period as described in this section, Consultant shall timely deliver to the City or provide proof of destruction of all City of Warrenville Confidential Information and timely provide to the City all Work Product, City data, and other data and records provided to Consultant during the performance of the Services to the City in the form reasonably requested by the City/
- 15. RELATIONSHIP OF THE PARTIES.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the City and Consultant; or (ii) to create any relationship between the City and any subcontractor of the Consultant.
- 16. CONFLICT OF INTEREST.** The Consultant represents and certifies that, to the best of its knowledge, (1) no elected or appointed City official, employee or agent is interested in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- 17. NO COLLUSION.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.
- 18. SEXUAL HARASSMENT POLICY.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).
- 19. PATRIOT ACT COMPLIANCE.** The Consultant represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the City that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the City, its corporate authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- 20. COMPLIANCE WITH LAWS AND GRANTS.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

- 21. ELECTRONIC DOCUMENTS:** The parties agree that they may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.
- 22. INDEMNITY:** Consultant shall indemnify, defend and hold harmless The City of Warrenville, its advisory board, executive board, individual board members, officers, administrators, employees, agents, representatives, and volunteers from and against any and all claims, demands, causes of action, losses, liabilities, damages and penalties, including reasonable attorney's fees and court costs, to

the extent arising from any negligent act, willful misconduct, or omission of Consultant or any of its employees or subcontractors. In no event will Consultant be liable for lost profits, diminution or good will, or any other indirect, incidental, consequential, punitive or other special damages. The City of Warrenville shall indemnify, defend and hold harmless Consultant, its individual board members, officers, administrators, employees, agents, representatives, and volunteers from and against any and all claims, demands, causes of action, losses, liabilities, damages and penalties, including reasonable attorney's fees and court costs, to the extent arising from any negligent act, willful misconduct or omission of The City of Warrenville or any of its employees or subcontractors. In no event will The City of Warrenville be liable for lost profits, diminution or good will, or any other indirect, incidental, consequential, punitive or other special damages.

- 23. INSURANCE:** Consultant shall procure and continuously maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below, and, shall cause The City of Warrenville to be named as additional insureds on these policies by endorsement. All such insurers shall carry a Best Key Guide Rating of A / XV. The commercial general liability and automobile liability policies shall be endorsed to reflect that coverage is primary to and noncontributory with any other insurance available to The City of Warrenville. The commercial general liability policy shall by endorsement provide contractual liability coverage including the indemnity obligations provided in this agreement. Each such policy shall include by endorsement a requirement of at least 30 days written notice to The City of Warrenville prior to any termination, cancellation or material amendment to that policy. By specific written request, Consultant shall furnish to The City of Warrenville certificate(s) of insurance, policies, and endorsements reflecting the required coverages. The type and minimum limits of insurance required are as follows:

<u>Type</u>	<u>Limits</u>
Commercial General Liability	\$1,000,000 (Per Occurrence) \$2,000,000 (Aggregate)
Automobile Liability:	\$1,000,000 (combined single limit)
Workers' Compensation:	Statutory Minimum
Professional Liability: (errors and Omissions)	\$1,000,000 (Per Occurrence and Aggregate)

Consultant shall maintain professional liability insurance for one (1) year following completion of all services under this agreement.

- 24. CITY DATA.** The City has developed various types of data and information, such as digital map information through Geographic Information Systems Technology and through Auto CAD and other methods (collectively "City Data") concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the City Data, subject to the following conditions:

- a. **LIMITED ACCESS TO DATA.** The City Data provided by the City shall be limited to the scope of the Work that the Consultant is to provide for the City;
- b. **PURPOSE OF CITY DATA.** The Consultant shall limit its use of the City Data to its intended purpose of furtherance of the Work; and
- c. **AGREEMENT WITH RESPECT TO CITY DATA.** The Consultant does hereby acknowledge and agree that:
 - i. **Trade Secrets of the City.** The City Data constitutes proprietary materials and trade secrets of the City and, shall remain the property of the City;
 - ii. **Consent of City Required.** The Consultant will not provide or make available the City Data in any form to anyone without the prior written consent of the City Administrator;
 - iii. **Supply to City.** At the request of the City, the Consultant shall supply the City with any and all information that may have been developed by the Consultant based on the City Data;
 - iv. **No Guarantee of Accuracy.** The City makes no guarantee as to the accuracy, completeness, or suitability of the City Data in regard to the Consultant's intended use thereof; and
 - v. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the City, the Consultant shall cease its use of the City Data for any purpose whatsoever; and, upon request, an authorized representative of the City shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the City Data has been discontinued.

25. FEES, PAYMENT, NET TERMS & COLLECTION

- a. **FEES.** The fees due to Consultant for services are set forth in on the Invoice referenced in Section 1. Payment for all work performed by Consultant in connection with services hereunder shall be made by The City of Warrenville in accordance with the payment schedule set forth as referenced in Section 1. Consultant shall submit invoices, or other required documentation requesting payment. Except as otherwise provided, or subsequent Addendums, The City of Warrenville shall make payment within the agreed upon terms outlined in Section 17 NET TERMS after receipt of an invoice or other required documentation. Any dispute of invoiced charges must occur within the NET TERMS period of receipt. Invoices or other documentation identifying expenses to be reimbursed hereunder shall be accompanied by original receipts evidencing the relevant expenses.

- b. **PAYMENT.** City of Warrenville shall pay any invoices due pursuant to the Illinois Prompt Payment Act, 50ILCS 505/1. Payment for Services rendered are subject to the following Terms and Conditions. In an effort to streamline and simplify the accounting process, we offer the following for all Clients.
- c. **NET TERMS.** City of Warrenville shall pay within Net 60 – Payment 60 days after invoice date. Any Client desiring NET Terms for payment is required to complete a Business Credit Application and is subject to approval. NET Terms determination will be made based upon The City of Warrenville history and creditworthiness at the sole discretion of Consultant each month payment is delinquent in accordance with the Illinois Local Government Prompt Payment Act
 - i. For any new Client, Interim NET Terms will be offered provided that a valid Credit Card is placed on file pending Credit Application Approval.

Any payment which is delinquent in accordance with the provided NET Terms shall be subject to a 2% Late-Payment Penalty to be applied to the balance at the beginning of each month payment is delinquent.

- d. **COLLECTION.** Pursuant to the NET TERMS provided, payment in full is due within the NET TERM period specified. If payment is not received within thirty (30) days post NET TERM, The City of Warrenville’s Credit Card on file will be charged for the balance due. If the Balance Due is unable to be settled by Credit Card Authorization, The City of Warrenville will be notified and will have until Balance reaches sixty (60) post NET TERM due to satisfy payment, otherwise Balance shall be remitted to a Collection Agency of CONSULTANT’s choosing for settlement.

26. Out of Scope Work: Consultant will perform services for the City of Warrenville from time to time as set forth in pre-approved work deemed out of scope to this Managed Service contract. This work will be issued by the City on a project-by-project basis (the “Services”). Out of Scope work will be presented in a quote or proposal format acceptable to the City and executed by the Parties. Each Out of Scope quote or proposal will include the Services to be performed under that quote (collectively a “Project”); the time schedule for the Project, including without limitation a date for completion of the Project; and the pricing schedule for the Project. See Schedule B and C.

27. CITY COUNCIL AUTHORITY. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the City Council. The City shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the City Council.

Records and Ownership of Documents. All records of Consultant related to the provision of services hereunder and records produced or maintained in accordance with this agreement, are to be retained and stored in accordance the City’s records retention and disposal policies. Those records which constitute “public records” under Illinois law are to be at the City offices or accessible and opened for public inspection in accordance with applicable law and City policies. Public record requests shall be processed in accordance with City policies. Consultant agrees to allow access by the City and the public to all documents or records subject to disclosure under applicable law.

Any work product, materials, or documents produced by Consultant for the City under this agreement shall become property of the City upon delivery and shall not be made subject to any copyright unless authorized by the City. Consultant waives any right to prevent its name from being used in connection with services.

28. GENERAL PROVISIONS.

- a. **AMENDMENT.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- b. **ASSIGNMENT.** This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.
- c. **BINDING EFFECT.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- d. **NOTICE.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail (“e-mail”). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

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

City of Warrenville
3S258 Manning Avenue
Warrenville, Illinois 60555
Attention: Cristina White
E-mail: cwhite@warrenville.il.us

With a copy to:

Elrod Friedman, LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Brooke D. Lenneman
E-mail: brooke.lenneman@elrodfridman.com

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

All Information Services, Inc.
1815 S Meyers Road, Suite 820,
Oakbrook Terrace, IL 60181
Attention: John Licar
E-mail: jlicar@aislabs.com

- e. **THIRD PARTY BENEFICIARY.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the City.
- f. **PROVISIONS SEVERABLE.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- g. **TIME.** Time is of the essence in the performance of this Agreement.
- h. **GOVERNING LAWS.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.
- i. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Proposal and the Services.
- j. **WAIVER.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- k. **CONSENTS.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- l. **GRAMMATICAL USAGE AND CONSTRUCTION.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.
- m. **HEADINGS.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
- n. **EXHIBITS.** Exhibits A, B, C, and D are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- o. **RIGHTS CUMULATIVE.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- p. **COUNTERPART EXECUTION.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

ALL INFORMATION SERVICES, INC.

The City of Warrenville

By: _____

By: _____

Print Name: John Licar

Print Name: Cristina White

Title: IT Consultant

Title: City Administrator

Date 01/21/2022

Date: _____

EXHIBIT A**CONSULTANT Emergency Service Response
Service Level Agreement****Managed IT Services SLAs**

Severity	Description	Initial Response Time
Emergency	Severe business impact; loss of network, server, or email	1 Hour
High	Moderate business impact or high personal impact	2 Hours
Medium	Lower business impact or moderate individual impact	8 Business Hours
Low	Low business or individual impact	16 Business Hours
Very Low	No productivity or service level impact	5 Business Days

Managed Security Services SLAs

Category	Outage Notification	Mean Time to Restore	Policy Change	Definition Updates
Antivirus	30 Minutes from Alarm	4 hours	24 hours	3 hours
Antispam	30 Minutes from Alarm	4 hours	24 hours	3 hours
Application Control	30 Minutes from Alarm	4 hours	24 hours	N/A
Firewall	30 Minutes from Alarm	4 hours	24 hours	N/A
Data Loss Prevention	30 Minutes from Alarm	4 hours	24 hours	N/A
Intrusion Prevention	30 Minutes from Alarm	4 hours	24 hours	3 hours
Remote Access VPN	30 Minutes from Alarm	4 hours	24 hours	N/A
SiteConnect VPN	30 Minutes from Alarm	4 hours	24 hours	N/A
Reporting	30 Minutes from Alarm	4 hours	24 hours	N/A
Vulnerability Scans	N/A	N/A	24 hours	When run
Web Content Filtering	30 Minutes from Alarm	4 hours	24 hours	24 hours

Managed Cloud Services SLAs

Category	Severity	Response Time	Resolution Time	Escalation Threshold
Emergency – Complete loss of Internet accessibility	Urgent	Within 4 hours	Best Effort	8 hours

Managed Onsite Backup and Recovery Services SLAs

Category	Severity	Response Time	Resolution Time	Escalation Threshold
Emergency – Complete system failure	Urgent	Within 2 hours	Within 8 hours	4 hours
Configuration Move, Add, or Change	Low	Within 48 hours	Within 96 hours	96 hours

Managed Offsite Backup and Recovery Services SLAs

Category	Severity	Response Time	Resolution Time	Escalation Threshold
Emergency – Complete system failure	Urgent	Within 2 hours	Within 8 hours	4 hours
Configuration Move, Add, or Change	Low	Within 48 hours	Within 96 hours	96 hours

EXHIBIT B
CONSULTANT Managed Services Included in Agreement

Defined Managed Services Checklist		
Tasks:	Frequency:	Included:
General		
Remote 8x5 Support	As needed	YES
Remote 24x7 Support	As needed	YES
Onsite Support	2 days per week	YES
Document software and hardware changes	As performed	YES
Reports of work accomplished, work in progress, etc.	Monthly / As Needed	YES
Workstations		
Manage workstations	Ongoing	YES
Upgrades or rebuilds (up to 3 new computers)	Per Year	YES
New squad car MDTs (up to 3 new MDTs)	Per Year	YES
Servers		
Manage Servers covered under this Agreement	Ongoing	YES
Check print queues	As needed	YES
Monitor all Server services	Ongoing	YES
Keep Service Packs, Patches, and Hot Fixes current as per company policy	Ongoing	YES
Check event logs for potential issues	Ongoing	YES
Monitor hard drive free space	Ongoing	YES
Exchange Server user/mailbox management	Per Request	YES
Monitor Active Directory replication	Ongoing	YES
Monitor WINS replication	As needed	YES
SQL server management	As needed	YES
Servers reboot if needed	As needed	YES
Run defragmentation and check disk tool on all drives	As needed	YES
Schedule off time server maintenance	As needed	YES
Install supported software upgrades	As needed	YES
Setup and manage users and groups in the Active Directory	As needed	YES
Alert <client> to dangerous conditions: <ul style="list-style-type: none"> • Memory running low • Hard drive showing signs of failure • Hard drive running out of disk space • Controllers losing interrupts • Network Cards report unusual collision activity 	As needed	YES
File restore from existing backup (deleted files and corrupted files)	As needed	YES
Clean and prune directory structure, keep efficient and active	As needed	YES
Disaster Recovery		
Alert <client> to dangerous conditions	As needed	YES
Networks		
Check router logs	As needed	YES
Performance Monitoring/Capacity Planning	Ongoing	YES
Monitor DSU/TSU, switches, hubs, and Internet connectivity, and make sure everything is operational (available for SNMP manageable devices only)	Ongoing	YES
Security		
Anti SPAM email filtering for all users	Ongoing	YES
Windows servers, workstations and 3 rd party security patches	Ongoing	YES
Check firewall logs	Daily or as needed	YES
Confirm that antivirus virus definition auto updates have occurred	Daily or as needed	YES
Confirm that antispyware updates have occurred	Daily or as needed	YES
Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	As needed	YES
File system management and permissions	As needed	YES
Accounts set up including login restrictions, passwords, security, and applications	As needed	YES
Set up and change security for users and applications	As needed	YES
Applications		
Confirm that standard Microsoft Office Applications are functioning as designed	As needed	YES
Resolve problems with 3 rd party software with best effort	As needed	YES

EXHIBIT C

Projects and Hardware Replacements

Project / Integration Work

Defined as any service designated to add or increase functionality or capacity and any work that is not designed to support existing systems or persons. Projects / Integration Work are outside the scope of this agreement and as such will be quoted and invoiced separately. Consultant will identify work considered as "Project / Integration Work" in advance. Client written authorization must be given before any work is completed. Project / Integration work will be discussed and provided by both parties as part of the monthly or quarterly strategic planning sessions for efficient and timely implementation.

Examples of Project / Integration Work:

- Installing new wireless access points in the environment
- Labor associated with migrating servers to the cloud
- Replacing existing firewalls with new firewalls
- New office buildouts
- Implementing/Integrating new City or Department wide software applications
- Upgrading servers or adding new computer hardware.

Hardware Replacement Costs

Hardware replacement when completed in batches (more than 3) or when those replacements cannot be completed during regular on-site days will be quoted and invoiced separately as a project. Consultant will identify work considered as project work in advance. Client written authorization must be given before any work is completed. Hardware replacement does not take the form of warranties, extended warranties, manufacturer's support contracts, on-site spares, servers or network equipment. Hardware replacement options will be discussed and provided as part of the monthly or quarterly strategic planning sessions and/or Network Assessment to be sure an appropriate hardware strategy exists for all critical network equipment.

Examples of Hardware Replacement Costs

- User desktops or laptops owned by Client and on Client premises



Quote

Quote Number: 29877

Internal PO: AIS-29877

Payment Terms:
Expiration Date: 12/23/2022

Quote Prepared For

Cristina White
City of Warrenville
 3S258 Manning Ave
 Warrenville, IL 60555
 United States
 Phone:630-836-3025
 cwhite@warrenville.il.us

Quote Prepared By

John Licar
All Information Services, Inc
 1815 S Meyers Road, Suite 820
 Oakbrook Terrace, IL 60181
 United States
 Phone:708-352-7050
 Fax:708-469-2559
JLicar@aislabs.com

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
Monthly Items					
1)	1	AIS Managed Services Platinum - Per Site - Includes up to 7 servers - Includes up to 118 workstations	\$8,708.00	\$8,708.00	\$8,708.00
				Monthly Total	\$8,708.00

EXHIBIT D

To approve this quote/proposal and the scope of work, please sign, date and return with the required down-payment noted above (if required). Payments should note your CLIENT PO or Internal PO. Please contact billing@aislabs.com for alternate forms of payment.

TERMS & CONDITIONS: All quotes are subject to availability. All timelines are estimates to the best of our judgement until the approval method requirements are met from above. Any additional labor or materials which is out of scope and not listed in this scope will be executed, procured and billed, in addition, to the quote as separate items based upon the client's approval. Equipment is warranted by their respective manufacturers.

BILLING: Down-payment amounts are determined by the equipment and/or labor needs, the client's history of Days Sales Outstanding (DSO) and/or past history with CONSULTANT, Inc. of any kind. After the initial down-payment (if required), you will be billed upon any completion of agreed milestones or when the scope of work is completed. These bill(s) will be '**DUE UPON RECEIPT**.' Any labor that is marked as an 'ESTIMATE,' will be billed in actual time at milestones noted in the proposal, or when work is complete. Overdue invoices shall be subject to a monthly interest charge. In addition, the customer shall reimburse all costs and expenses for attorney fees incurred in the collecting of any amounts past due.

FINANCING: CONSULTANT does provide Fair-Market-Value and \$1 buy out financing. Please reach out to your CONSULTANT representative if you wish to explore these options.

Authorizing Name:

Authorizing Signature:

Date:

Client PO (Optional): _____