

CITY OF WARRENVILLE

MEMO

To: Mayor and City Council
 From: Alma Morgan, Assistant City Administrator
 Subject: IT MANAGED SERVICES CONTRACT
 Date: November 8, 2023



Committee Action Requested: Recommend the City Council approve an IT Managed Services agreement with Orbis Solutions, Inc. for a three-year term at an annual rate of \$115,260 for year one, \$118,716 for year two, \$122,280 for year three, and the option to automatically renew at \$125,952 for year four and \$129,720 for year five.

Background

It has been 10 years since the City last issued a Request for Qualifications (RFQ) for professional IT Managed Services. Since then, there has been an accelerated growth in technology demands to accomplish the day to day operations of the City and deliver service to the community. The number and quality of the City's devices, equipment, and software applications have also increased and expanded during this time frame. Across the country, cyber security threats have increased significantly, targeting every industry including local governments.

City staff engaged the professional assistance of Baecore Consulting, Inc. to help develop an RFQ for professional IT Managed Services. This process included interviews with several staff from all departments to gather information about current IT performance and areas of improvement. It also included in-depth research into the city's existing IT infrastructure including core business applications, hardware profiles, equipment counts, and current and future IT projects.

Request for Qualifications

The RFQ was published and issued in September 2023 to twelve vendors, six provided proposals, and four were selected for interviews. The City's current IT managed services provider, All Information Services, Inc. (AIS) was among the four firms interviewed. The selection committee, which included staff from Baecore, City Hall, Public Works, and the Police Department unanimously selected Orbis Solutions, Inc. as the City's new IT Managed Services provider.

Proposal and Transition Summary

Orbis Solutions has 20 years of experience providing IT managed services. They also have experience with cyber security solutions, network design and maintenance, phone systems, surveillance video, door lock systems, and audio/visual (AV) room systems. They are located in nearby Aurora, IL.

Orbis Solutions proposed a start date of Monday, December 4, 2023, which provides for a two-week overlap with AIS. AIS has committed to working with Orbis to help with the transition of services and to provide assistance after the end of their contract date of December 19, 2023, if needed on a time and materials basis. There are also third-party warranty and license agreements with various expiration dates and costs that AIS manages and pays on behalf of the City that will need to be transitioned from AIS to Orbis. The transition of these items will be discussed during

the transition period.

The proposed Orbis agreement is for a three-year period beginning December 4, 2023 through December 3, 2026. However, it will automatically renew for two (2) additional one year extensions unless either party provides written notification to terminate with at least 90-days' notice. Below is a snapshot of the annual support fees for the five-year period. For comparison purposes, AIS's most recent annual managed service fee was \$104,496 or \$8,708 per month.

Annual Support Services – Orbis Contract, Section 3. SOW Terms

Year	Monthly	Annual
Year One	\$9,605	\$115,260
Year Two	\$9,893	\$118,716
Year Three	\$10,190	\$122,280
Year Four	\$10,496	\$125,952
Year Five	\$10,810	\$129,720
Total Annual Fee for Five Years		\$611,928

Please note the budgetary impact for each fiscal year will not match the annual fee in the table above as the City's fiscal year will overlap contract years.

Additionally, Orbis will provide a robust cyber security solution for the City. The cost for this solution is separate from their annual support services fee. Details are listed in the chart below and in their statement of work. It is important to note that AIS also provides cyber security solutions for the City that are not outlined in their support agreement, but instead, billed separately. For comparison purposes, AIS's cyber security solution costs are approximately \$2,572 per month.

Orbis Cyber Security Solution	Monthly Price
Email Security	\$1,100
Advanced Malware and Endpoint Detection & Response (EDR)	\$1,200
Security Awareness Training	\$300
Security Information and Event Management (SIEM)	\$550
Datto Backup (Preferred Solution) – Infinite retention	\$1,160
Total Monthly Cost	\$4,310

The overall annual cost for the new managed services agreement and cyber security solutions package with Orbis are greater than the current agreement and cyber solutions with AIS. However, there are sufficient funds in the FY 2024 Budget to accommodate the increase of approximately \$13,175 for the five remaining FY 2024 months of December 2023 through April 2024.

IT Managed Services Provider	Monthly Support Fee FY 2024	Monthly Cyber Solution FY 2024
Orbis (New Provider)	\$9,605	\$4,310
AIS	\$8,708	\$2,572
FY 2024 Monthly Increase	\$897	\$1,738

**CITY OF WARRENVILLE
PROFESSIONAL SERVICES AGREEMENT
FOR INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

THIS AGREEMENT (“Agreement”) is dated as of the 4th day of December, 2023 (**“Effective Date”**) and is by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (**“City”**), and **ORBIS SOLUTIONS, INC.**, an Illinois corporation (**“Consultant”**) (individually, a **“Party”**, and collectively, the **“Parties”**).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the City’s statutory and home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Services. The Consultant will provide information technology professional consulting services to the City as described and set forth in the statement of work (**“Statement of Work”**), a copy of which is attached to and made a part of this Agreement as **Exhibit A** (collectively, the **“Services”**), in accordance with this Agreement the Statement of Work.

B. Reserved.

C. Commencement; Term. The term of this Agreement will commence on December 4, 2023 (**“Commencement Date”**) and expire on December 3, 2026 (**“Term”**).

D. Reporting. The Consultant will regularly report to the City regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and the Consultant; or (ii) create any relationship between the City and any subcontractor of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the City.

G. Mutual Cooperation. The City will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the City may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the City in the performance of the Services to complete the Work and with any other Consultants engaged by the City.

H. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions 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 or necessary 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.* The Consultant will also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services.

2. The Consultant will 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 the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

4. Export Controls. The City will cooperate with the Consultant as reasonably necessary to permit the Consultant to comply with the laws and regulations of the United States and all other relevant countries, relating to the control of exports ("**Export Laws**"). The City may not import, nor export or re-export directly or indirectly, including via remote access, any part of the Services or any license, hardware, software, configuration, and corresponding documentation provided to the City by the Consultant as part of the Services (collectively, "**Deliverables**") to any country for which a validated license is required for such import, export or re-export under applicable Export Laws, without first obtaining such a validated license.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed the amounts set forth on the Statement of Work ("**Compensation**"), as outlined in the Statement of Work, without the prior express written authorization of the City.

B. Invoices and Payment. The Consultant will be paid as provided in the Statement of Work. The Consultant will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The City will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the City to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the City under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the City, the Consultant must provide written notice to the City of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 11.A of this Agreement. Regardless of the decision of the City relative to a claim

submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the City without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Additional Services. The City will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether the Additional Services are requested or directed by the City, except upon the prior written consent of the City Administrator after approval in accordance with applicable procedures.

G. No Additional Obligation. The City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. TERMINATION. Notwithstanding any other provision in this Agreement, the City may terminate this Agreement, at any time and for any reason, upon 30 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and eligible reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Statement of Work.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Statement of Work ("**Key Project Personnel**"), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the City's prior written approval. The Consultant will notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the City for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Term as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Statement of Work.

C. Approval and Use of Subcontractors. The Consultant will perform the 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 the Consultant will be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as

required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, then, immediately upon notice from the City, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Term as a result of any removal or replacement.

E. Mutual Non-Solicitation. During the term of this Agreement, and for a period of six months thereafter, neither Party will solicit for employment any employees of the other Party or its affiliates who, within six months prior to such solicitation: (a) directly performed under this Agreement, (b) had substantial contact with the hiring party in relation to this Agreement, or (c) the hiring party became aware of due to, or derived from information learned through the performance of, this Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches or similar means not directed specifically at the employee to which the employee responds on his or her own initiative. Notwithstanding the foregoing, either party may at any time, directly or indirectly, solicit and hire any employee of the other party if such employee did not resign but was terminated by the other party. The Parties acknowledge and agree that a breach of this "Non-Solicitation" clause will not give rise to a right of termination of this Agreement; the Party not in breach will only have the right to seek and recover direct damages from the breaching Party.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidentiality.

1. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the City that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the City. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the City regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the City with the understanding that the City will have the opportunity to contest the process by any means available to it prior to submission of any documents to a

court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

2. Consultant Confidential Information. The City may not disclose Confidential Information of the Consultant that is clearly marked confidential and proprietary to any third party without the prior written consent of the Consultant, unless it is required by law or regulation to be disclosed. In the event that information is required to be disclosed as required by law or regulation, including but not limited to the Freedom of Information Act, the City will make reasonable attempts to notify the Consultant to assert whatever exclusions or exemptions may be available to it under such law or regulation.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the City. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will 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," the 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 will at all times be and remain the property of the City. The Consultant will execute all documents and perform all acts that the City may request in order to assist the City 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 will be delivered to the City upon demand at any time and in any event, will be promptly delivered to the City upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the City's data in the format requested by the City. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the City related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state or federal laws now existing or adopted later (collectively, the "**Disclosure Laws**"). In the event that the City requests records from the Consultant, the Consultant shall promptly cooperate with the City to enable the City to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the City in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the City may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the City will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the City

may have in equity, by law or statute. The Consultant will fully cooperate with the City in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the City in any notification efforts required by law.

E. **Pre-Existing License Agreements.** Any software product provided to the City by the Consultant as a reseller for a third party, which is licensed to the City under a separate software license agreement with such third party ("**SLA**"), will continue to be governed by the SLA. The fulfillment of the Services will not relieve or alter the obligations or responsibilities of either Party or of any third party in regards to the software product licensed under the SLA.

SECTION 6. CITY SITES.

A. **Consultant's Personnel.** The Consultant will be responsible for the acts of its employees, agents, and subcontractors while on the City's property and within the City-owned buildings (collectively, "**City Sites**"). Accordingly, the Consultant will take all necessary measures to prevent injury and loss to persons or property located on the City's property. The Consultant shall be responsible for all damages to persons or property caused by Consultant or any of its employees, agents, or subcontractors. The Consultant shall promptly repair, to the specifications of the City, any damage that it, or its employees, agents, or subcontractors may cause to the City's property.

B. **Notification to City.** If an accident of any kind occurs, the Consultant will immediately notify the City Project Manager and, if requested, furnish a full written report of such accident.

C. **No Interference.** The Consultant must perform the Services without interfering in any way with the activities of the City's staff, visitors or residents, unless such interference is necessary in order to perform the Services.

D. **Right of Entry; Limited Access.** The Consultant and any of its employees, agents, or subcontractors performing Services are permitted to enter upon City property in connection with the performance of the Services, subject to those rules established by the City to the extent such rules are provided to the Consultant in writing in advance. The Consultant and its employees, agents, and subcontractors may use only those facilities of the City that are necessary to perform the Services and have no right to access any other facilities of the City. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement.

E. **Risk of Loss.** The City will have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Consultant or its employees, agents, or subcontractors.

SECTION 7. TERMS OF USE – CITY NETWORKS.

The Consultant will have access to the City's network, telecommunications, computer, and data resources ("**City Networks**"), subject to the following terms and conditions:

A. Account Authorization.

1. All employees, agents, or subcontractors of the Consultant that are allowed to access the City's Networks ("**Users**") must be approved by the City Project Manager.
2. Security controls will not be circumvented by Users to escalate account privileges or to create accounts not otherwise approved through the appropriate processes.
3. Users may only operate and use the City's Networks in full compliance with the City's use policies and procedures to the extent such policies and procedures are provided to the Consultant in writing in advance of any requirement that the Consultant or its employees, agents, or subcontractors performing Services comply with such policies.

B. Workstation Security. Any workstations owned by the Consultant that are connected to the City's networks whether internally or remotely:

1. Must be maintained and secure;
2. Must have all current security patches and fixes applied in a timely manner;
3. Must have updated anti-virus software; and
4. Must prevent unrestricted access, primarily implemented via a login process combined with a password protected screen saver, that adheres to password complexity requirements, and are set to engage in a reasonably short period of time.

C. Restrictions. Remote access to the City's Networks is restricted to explicitly defined resources and identified Users of the Consultant and is subject to advance written approval by the City Project Manager, or their designee. The Consultant will not knowingly incorporate into any Deliverables any "back door" password or other method of remote access to the City Networks. Any and all access to any software code residing on the City's Networks must be granted by the City to the Consultant, at the City's sole discretion.

D. Application Security.

1. User accounts and authentication for applications will be tied to the City's directory services architecture.
2. The Consultant will address all security issues identified by the City or otherwise discovered in a timely manner, either by correcting the issue or providing a detailed explanation of why the issue should not be addressed. The City Project Manager will make the final determination as to whether or not a security issue needs to be corrected by the Consultant and Consultant will comply with the City Project Manager's directive to correct any and all security issues.

3. Applications that provide varying levels of access to City data are required to have stringent access controls with clear and consistent access policies for users. Access control will be role-based and tied to the City's directory services as well as defined by group memberships for ease of assigning rights.
4. Application systems that house confidential or restricted data will be built or modified to have mechanisms that provide monitoring and logging functions in order to detect and log inappropriate access or access attempts to confidential or restricted data.
5. Confidential and restricted data must be encrypted and remain encrypted when stored and transmitted by an application.
6. Where applicable, applications will display a "terms of use" banner to users accessing the System.

E. Data Usage. All Users, regardless of other duties and position, have the following responsibilities regarding the use of information stored on, entered into, or compiled by, the City Networks ("**City Data**").

1. *Pertinent Use of Data.* City Data may be only used to the extent necessary to perform the Services. Using City Data for personal use or for professional use unrelated to City business is prohibited.
2. *Privacy and Confidentiality of City Data.* All Users will ensure the confidentiality of City Data with which they work as described in Section 5.A above. The Consultant users will respect the City's control measures used to protect confidential and restricted City Data and will not circumvent these measures.
3. *Accuracy of City Data:* All Users will ensure that all City Data is kept in an accurate state and will not manipulate, alter, or misrepresent City Data.
4. *Storage of City Data:* Unless encrypted, no personal City Data will be transferred to or stored on any laptop or portable computer. The Consultant will also not be in possession of City Data in any form when not at a City facility.

If the Consultant violates the terms of this Section 7, the Consultant may have its system access privileges suspended and may further be subject to termination of this Agreement or be subject to any other remedy or action deemed appropriate by the City.

SECTION 8. CONSULTANT REPRESENTATIONS; WARRANTY.

A. Warranty of Services. The Consultant warrants that the Services will be performed in accordance with the standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the City. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be

performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

B. Warranty of Deliverables. The Consultant represents and warrants that the Deliverables and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of City as set forth in this Agreement and that the Deliverables submitted to the City for acceptance will conform to the Statement of Work and will be free of errors or defects in design, material and workmanship. Notwithstanding the above, any and all products incorporated into the Deliverables are subject to the warranties of their respective manufacturer(s) or publisher(s), and the Consultant makes no warranties whatsoever with respect to said products.

C. Assignment of Warranties. The Consultant will assign to the City any warranties, guaranties, indemnities, remedies, and other rights the Consultant receives or has received from third-party vendors pertaining to the Deliverables. All manufacturers' and vendors' warranties applicable to the Deliverables will be in full force at the time of sale to the City, and all warranty terms will be as provided by the third-party vendor for its new products.

D. Title and Transfer Warranty. Title to all Deliverables transferred pursuant to this Agreement will be good and transfer rightful, and that the Deliverables and all rights thereto will be transferred and delivered to the City free and clear of all security interests and other liens, claims, charges, and encumbrances of any kind, other than applicable third-party vendors' license agreements with respect to software. The Consultant has full power and authority to grant to the City all rights granted to the City pursuant to this Agreement, subject only to restrictions contained in any licenses. The Consultant warrants that no part or component of any of the Deliverables will be subject to any proprietary right that will interfere with the City's intended use of the Deliverables. No Deliverable in the form delivered by the Consultant to City, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use thereof by City, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.

E. Software Compatibility Warranty. All Deliverables will be compatible with and will operate on the City's system including its installed hardware and software environment.

B. Ability to Perform. The Consultant represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

C. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

D. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify the City in writing of any material change to or about the

Consultant, including without limitation to change in ownership or control, and any change will be subject to City approval which will not be unreasonably withheld.

E. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no City employee, official, or agent has an interest in the business of the Consultant or 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 will 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.

F. 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 2012, 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 is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the City for all loss or damage that the City may suffer, and this Agreement will, at the City's option, be null and void.

G. 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).

H. No Default. The Consultant is not in arrears to the City under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the City in writing.

I. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

J. Patriot Act Compliance. The Consultant represents and warrants to the City that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") 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 that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the City and its officials,

officers, authorities, and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 8.J.

SECTION 9. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to injuries or damages caused by the sole gross negligence or willful misconduct of the City.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the City, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the City and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the City may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the City and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the City (10 days' written notice in the event of cancellation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 9.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 8 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the City will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

D. Disclaimer of Damages. EXCEPT FOR VIOLATIONS OF SECTION 5 OF THIS AGREEMENT, NEITHER PARTY, NOR ITS AFFILIATES AND LICENSORS, ARE LIABLE TO THE OTHER PARTY, OR ITS AFFILIATES OR LICENSORS, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

E. Intellectual Property Indemnity.

1. **Infringement Claims.** If a third party asserts a claim against the City asserting that the Deliverables or the Consultant's performance of the Services in accordance with the terms of this Agreement violates a patent, trade secret or copyright ("**Intellectual Property Right**") owned by that third party ("**Infringement Claim**"), then the Consultant will, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify the City for any

damages finally awarded against the City, but only if the City promptly notifies the Consultant of any Infringement Claim, the Consultant retains sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and the City provides all reasonable assistance requested by the Consultant. The Consultant will not be liable for any expenses or settlements incurred by the City without the Consultant's prior written consent.

2. If an injunction or order is obtained against the Consultant performing the Services for the City or the City using the Deliverables by reason of the allegations of infringement, or if in the Consultant's opinion the Services or Deliverables may violate a third party's proprietary rights, then the Consultant will, at its expense: (a) procure for the City the right to continue to receive the Services or use the Deliverables; (b) modify or replace the Services or Deliverables with a compatible, functionally equivalent substitute; or (c) if neither (a) nor (b) are commercially practical, terminate this Agreement and release the City from its obligation to make future payments for the Services or Deliverables. Section 9.E of this Agreement contains the City's exclusive remedies and the Consultant's sole liability for claims of infringement.

SECTION 10. DEFAULT.

A. Default. If the City determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any the Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the City, then the City will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 10.B of this Agreement.

B. Remedies. In case of any Event of Default, the City may pursue the following remedies:

1. Cure by the Consultant. The City 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 Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The City may terminate this Agreement and, notwithstanding anything in Section 3 of this Agreement, the City will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment. The City 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 as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

SECTION 11. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. City Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the City may only be performed by the City Administrator or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must 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, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will 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 Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

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

City of Warrenville
3S258 Manning Avenue
Warrenville, IL 60555
Attention: Alma Morgan
E-mail: amorgan@warrenville.il.us

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60650
Attention: Brooke Lenneman
E-mail: brooke.lenneman@elrodfriedman.com

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

Orbis Solutions, Inc.
1585 Beverley Ct
Suite 123
Aurora IL 60502
Attention: **Brad Miller**

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The City will 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 Corporate Authorities.

G. Severability. 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 City will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the 18th Judicial Circuit Court of DuPage County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the 18th Judicial Circuit Court of DuPage County, Illinois.

K. 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 Statement of Work and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits A and B attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. 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 will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. 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 must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 5 and 9 will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

T. Force Majeure. Any delay or failure of any Party to perform any obligation under this Agreement caused by governmental restrictions, labor disputes, storms or natural disasters, emergency, or other causes beyond the reasonable control of the party, will not be deemed a breach of this Agreement.

ATTEST:


CITY OF WARRENVILLE

By: _____
City Clerk

By: _____
City Administrator

ATTEST:

CONSULTANT

By: 
Title: Helpdesk

By: 
Its: President

EXHIBIT A

STATEMENT OF WORK

This Statement of Work ("**SOW**") supplements the Agreement effective as of December 4, 2023 by and between Orbis Solutions ("**MSP**") and City of Warrenville ("**Customer**"). This SOW consists of the terms below and any unique attachments to this SOW, which are all incorporated into the Agreement by this reference and are made a part of the Agreement by all intents and purposes.

Capitalized terms used herein, unless otherwise defined, will have the meanings given to them in the Agreement.

1. Services Description. The Services to be performed by MSP on behalf of Customer are:

1.1. Help Desk & On-Site Support

- a) Help Desk Support
- b) On-Site Support at Customer's facilities
- c) After Hours Help Desk Support

1.2. Proactive Maintenance

- a) Remote Monitoring And Maintenance of:
 - i) Server stability and performance
 - ii) Notification of unusual events and threats
 - iii) Daily backup monitoring
- b) Scheduled Server Maintenance
- c) Network Resource Monitoring
- d) Automatic Problem Escalation And Resolution
- e) Maintenance Support for Printers, Phones, & Video Surveillance devices

1.3. Network Security & Backup

- a) Daily Monitoring Of Successful Data Backup
- b) Microsoft O/S Patch Management
- c) Mac/Apple O/S Patch Management
- d) File And Server Restores From Backup
- e) Antivirus Software Management And Updates
- f) Firewall Management And Updates
- g) Content Filtering And Intrusion Protection

1.4. Technical Services

- a) Adding/Removing Users, Mailboxes
- b) Ordering And Replacing Warranty Parts
- c) Recycling And Properly Disposing Of Old Equip.
- d) Office 365 / Exchange Support
- e) Managed Print Services & Support
- f) Mobile Device Management
- g) Software Installation And Upgrades
- h) Phone Adds, Moves & Changes
- i) Video Surveillance – System Monitoring, Updates, & Patching

1.5. Virtual CIO & Consulting

- a) Quarterly Strategic Planning – This meeting will be scheduled once per quarter to review and update the strategic plans for Customer’s IT infrastructure, as documented in the IT Roadmap. Strategic planning for items on the IT Roadmap will include some or all of the steps below:
 - i) Set Goals: Clarify goals by defining short- and long-term objectives to add to or remove from IT Roadmap
 - ii) Analysis: Gather necessary information and relevant data to assist in decision making process
 - iii) Develop Strategy: Review analysis, prioritize, and develop alternative approaches, if necessary
 - iv) Implement Strategy: Secure resources for approved plans and execute accordingly
 - v) Evaluate & Control: Review past and current implementations to make corrective actions if necessary
- b) Asset Tracking And Management – To provide better visibility, accountability, and insight into vital assets, MSP will track Customer’s IT assets on a continual and ongoing basis
- c) Executive Summary Monthly Report – The objective of this report is to provide a monthly summary of key IT functions while highlighting any areas that require attention.
- d) Vendor Liaison – MSP will serve as a liaison with any existing or potential vendors for IT products, software, hardware, or other services as needed. MSP will monitor contracts and licenses, assist in minimizing costs, and provide a single, reliable point of contact.
- e) Network Documentation – Proper and up-to-date network documentation helps decrease the time it takes to diagnose and resolve any faults. MSP will continually monitor and update Customer’s network documentation and host it for secure and centralized access.
- f) Written Disaster Recovery Plan – A disaster recovery plan (DRP) is a documented, structured approach with instructions for responding to unplanned incidents. This step-by-step plan consists of the precautions to minimize the effects of a disaster so the organization can continue to operate or quickly resume mission-critical functions. The development and/or review of the Customer’s DRP will be evaluated and prioritized during Quarterly Strategic Planning.

2. Service Levels Description. The Service Levels to be provided are as follows:

2.1. Help Desk Support will be provided from Monday – Friday, 8:00 a.m. – 4:30 p.m.

- a) Tickets submitted via email will be responded to in 1 hour or less. Response will be sent via email.
- b) Tickets submitted via phone will be answered live or responded to in 1 hour or less. Response will be sent via email. Additionally, if further information or clarification is required, a phone call response will be provided.
- c) Tickets will be assigned the following priority levels, with resolution handled in order of priority:

- i. High – A system or equipment is down and there is no work around that exists; the process effects critical business operations and is of a timely nature. The following types of tickets will always receive the priority of High:
 - Functionality of the broadcast equipment (anything that would prevent a broadcast or recording of a meeting).
 - Loss of phone service (ability to receive incoming phone calls or leave voice mails)
 - Outage of e-mail system (system wide)
 - Fire Station Alerting System
 - Police Building video system functionality particularly booking room, holding cells and interview rooms.
 - ii. Medium – A system or equipment is down or not working but it is not preventing critical business operations (such as payroll, utility billing, check processing, customer service). A workaround can be put in place.
 - iii. Low – Requested repair or fix that effects only 1 or 2 users and is not affecting critical business operations.
- d) 80% of tickets High Priority tickets will be resolved within 1 business day and 80% of Medium Priority and Low Priority tickets will be resolved within 2 days. This does not include the following ticket types and scenarios:
- i. Tickets that become or are a part of project work
 - ii. Tickets that require the ordering of parts, materials, or equipment
 - iii. Tickets that require one or more external resources such as a third-party vendor
 - iv. Tickets that require interaction with the Customer for further approval, clarification, or decision making in which the end user may be off shift or unavailable. In these instances, MSP will document each outreach attempt in the ticket notes.
 - v. Tickets with complexities that require a higher level of technical expertise beyond the standard support of a Tier 1-2 Help Desk Technician

If there is a delay in ticket resolution due to any of the ticket types and scenarios listed in SOW 2.1d i, ii, iii, iv, and v, MSP will document the cause of the delay in the ticket notes.

- e) Ticket resolution will be provided onsite or via remote login, depending on the issue. If further information or clarification of the issue is required, MSP will communicate with Customer via phone and/or email. When a ticket has been resolved, MSP will send a confirmation email to all contacts designated on the ticket. The email confirmation will include a description of the issue and the resolution provided.

2.2. After Hours Help Desk Support is available from Monday – Friday, 4:31 p.m. - 10:00 p.m., Saturday – Sunday 8:00 a.m. – 7:00 p.m., and all federal holidays 8:00 a.m. – 5:00 p.m.

- a) After Hours tickets will have a response time of 4 hours or less to determine if emergency support is required. Response will be sent via email.
- b) If ticket is not determined to be an emergency, the ticket will be reviewed further on the next business day. There will be no charge for this determination.
- c) If ticket is determined to be an emergency, MSP will move forward to receive Customer approval for after-hours fees. MSP will reach out via phone to each Customer emergency contact listed in SOW Section 3.5. If no answer is received, MSP will leave a voicemail message to each contact and follow up with an email to all contacts with a summary of the issue and suggested course of action. All emergency contacts listed in SOW Section 3.5 will be added to the ticket, so that they receive communication and notification about the progress of ticket including approval, status update, and resolution confirmation.
- d) Once approval is received, MSP will begin work to resolve the emergency ticket. If necessary, a phone call will be made to user who initiated the ticket to gather additional information. MSP will utilize remote login or provide onsite support to resolve the situation. When the ticket has been resolved, MSP will send a confirmation email to all contacts designated on the ticket. The email confirmation will include a description of the issue and the resolution provided.

2.3. Onsite Support

- a) Any issues that cannot be resolved remotely or would be more efficient or effective with a physical presence will be resolved onsite
- b) Onsite support at Customer's facilities will be scheduled during the hours of Monday – Friday, 8:00 a.m. – 4:30 p.m.

2.4. Project Work

- a) Occasionally, IT issues will arise that require additional resources beyond what the dedicated on-site support technician can resolve in a timely manner. Typically, this includes major additions, moves, and changes that go beyond maintaining the status quo of the existing network. In these instances, resolution of the issue will be considered project work.
- b) MSP will provide a quote for the project including estimated labor, materials, and a timeline for completion. The project will be added to Customer's IT Roadmap.
- c) If, and when, Customer provides approval of the project quote, MSP will move forward with execution of the project.

3. SOW Terms

3.1. Service Dates.

- a) The services defined under this Statement of Work will begin December 4, 2023.
- b) The duration of services under this Statement of Work will last 3 years until December 3, 2026.
- c) This Statement of Work will automatically renew for (2) additional one year extensions unless one party provides written notification to the other party of their decision not to renew at least 90 days prior to the renewal date.

3.2. On-site support will be performed at Customer’s facilities at the following addresses:

- a) City Hall - 3S258 Manning Avenue, Warrenville, IL 60555
- b) Police Department - 3S245 Warren Avenue, Warrenville, IL 60555
- c) Public Works – 3S346 Mignin Drive, Warrenville, IL 60555

3.3. Fees for services are as follows:

- a) Support services will be billed at a monthly rate as follows:
 - i. **Year 1:** Total annual fee of \$115,260 billed at the rate of \$9,605 per month
 - ii. **Year 2:** Total annual fee of \$118,716 billed at the rate of \$9,893 per month
 - iii. **Year 3:** Total annual fee of \$122,280 billed at the rate of \$10,190 per month
 - iv. **Year 4:** Total annual fee of \$ 125,952 billed at the rate of \$10,496 per month
 - v. **Year 5:** Total annual fee of \$129,720 billed at the rate of \$10,810 per month
- b) After Hours Support for approved emergency tickets will be billed at \$220.00 per hour with a minimum of 2 hours for remote support and 4 hours for onsite support.
- c) Project work as defined in Statement of Work Section 2.4 will be provided at the rate of \$120.00 per hour plus the cost of materials, if any.
- d) Cyber security services will be billed at the following rates:

Monthly Services:

Cyber Security Solution	Monthly Price
Email Security	\$1,100
Advanced Malware and Endpoint Detection & Response (EDR)	\$1,200
Security Awareness Training	\$300
Security Information and Event Management (SIEM)	\$550
Datto Backup (Preferred Solution) – Infinite retention	\$1,160
Total Monthly Cost	\$4,310

3.4. MSP’s invoices will be submitted to Customer on a monthly basis and will include all fees due from services provided as outlined in this Statement of Work.

3.5. Customer’s employees who are authorized to approve after hours emergency expenditure are:

- a) Assistant City Administrator Alma Morgan
- b) Deputy Police Chief Ken Dawson
- c) Deputy Police Chief Jeff Jacobson
- d) Public Works Director Phil Kuchler
- e) Finance Director Kevin Dahlstrand

3.6. MSP will designate the following employees as primary contacts for the Customer:

- a) Brad Miller
- b) Jeff Modjeski
- c) Justin Tamm

3.7. The RMM tool we use is included in the cost of our contract as we do not feel we can adequately support a client without it. We use the Datto RMM tool because it integrates with our helpdesk system, which is Autotask. This allows us the greatest integration, flexibility, reporting and quickest resolution of tickets. Additionally, there is no additional charge for client access to the helpdesk system to allow users to view, enter and manage tickets.

3.8. If, during the term of this Statement of Work or for twelve months thereafter, Customer directly retains the services (whether as an employee, independent contractor or otherwise) of any employee of Orbis Solutions (or ex-employee within three months of the employee's termination from Orbis Solutions) who has provided services to Client on behalf of Orbis Solutions, Client agrees that Orbis Solutions will be damaged, but that the amount of this damage will be difficult to determine. Accordingly, Client agrees that for each such Orbis Solutions employee hired by Client, Client will pay Orbis Solutions One Hundred Thousand Dollars (\$100,000) as liquidated damages. Notwithstanding the foregoing, for the purposes of this section, "employee of Orbis Solution" shall include only employees of Orbis Solutions who provide services to Orbis Solutions customers and shall not include accountants, attorneys or other independent contractors of Orbis Solutions who provide services to Orbis Solutions itself.

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
\$500,000 injury-per occurrence
\$500,000 disease-per employee
\$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis.

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. City will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify City as follows: City of Warrenville including its elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to City, the following parties will be named as additional insured on the following policies:

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The City has developed digital map information through Geographic Information Systems Technology (“**GIS 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 GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the City will be limited to the scope of the Work that the Consultant is to provide for the City;
2. **Purpose of GIS Data. The Consultant** will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and
3. **Agreement with Respect to GIS Data.**
 - a. **Trade Secrets of the City.** The GIS Data constitutes proprietary materials and trade secrets of the City and is the property of the City;
 - b. **Consent of City Required. The Consultant** may not provide or make available the GIS Data in any form to anyone without the prior written consent of the City.
 - c. **Supply to City.** At the request of the City, the Consultant will provide the City with all information that has been developed by the Consultant based on the GIS Data;
 - d. **No Guarantee of Accuracy.** The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant’s intended use of the GIS Data; and
 - e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the City, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the City will be afforded sufficient access to the Consultant’s premises and data processing equipment to verify that all use of the GIS Data has been discontinued.