

AMENDMENT TO VILLAGE OF BUFFALO GROVE
and
INTERDEV, LLC.
AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

This Amendment is entered into this ____ day of _____, 2014 by and between The Village of Buffalo Grove, Illinois, an Illinois Municipal Corporation (hereinafter the “VILLAGE”) and Interdev, LLC (hereinafter the “CONSULTANT”).

RECITALS

Whereas, the VILLAGE and the CONSULTANT have previously entered into an Agreement for Information Technology Services dated January 2, 2014 (hereinafter the “AGREEMENT”); and

Whereas, the VILLAGE and the CONSULTANT find that it is in their best interests to amend the AGREEMENT.

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter set forth the VILLAGE and the CONSULTANT agree to amend the AGREEMENT as follows:

1. Section 3. TERM;TERMINATION: This subsection is hereby amended to read as follows:

The initial term of this Agreement shall commence on **April 26, 2014** and remain in effect for three (3) years (the “Initial Term”). The Village reserves the right to renew the Agreement for two (2) additional one (1) year periods, subject to acceptable performance by the Consultant, as determined by the Village in its sole discretion (the “Renewal Term(s)”). At the end of the Initial Term or any Renewal Term, the Village reserves the right to extend this Agreement for a period of up to ninety (90) days for the purpose of negotiating a new agreement with the Consultant, transitioning service to an alternate provider, or re-establishing in-house services. For any term beyond the Initial Term, this Agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

The Village reserves the right to terminate this Agreement, or any part hereof upon thirty (30) days written notice, with or without cause. In case of such termination, Consultant shall be entitled to receive payment from the Village for work completed up to and including the date of termination in accordance with the terms and conditions of the Agreement Documents.

For the Renewal Term terms, requests for increases shall be limited to three percent (3%) per annum, or such lesser amount as may be agreed to by the Parties upon evaluation of the Financial Review in Section 4 of this Agreement and the establishment of a mutually acceptable profit to be earned by the Consultant.

In the event the Village elects to exercise its option for the Renewal Term, it shall provide written notice to the Consultant no less than one hundred eighty (180) days before the expiration of the Initial Term.

EXECUTION

This Amendment is entered into as of the date first written above.

CONSULTANT:

Interdev, LLC.

By: _____

TITLE

VILLAGE:

THE VILLAGE OF BUFFALO GROVE

By: _____

VILLAGE MANAGER