

VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT is dated as of the 19 day of June, 2023 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Service Provider identified in Subsection 1 (A) below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. SERVICE PROVIDER.

A. Engagement of IT Service Provider. The Village desires to engage the IT Service Provider otherwise known as "Service Provider" identified below to provide all necessary Information Technology Services and to perform the work in connection with the project identified below:

Company. ("Service Provider") InterDev, LLC
Street: 900 Holcomb Woods Pkwy, Ste 100
City, State, Zip: Roswell, GA 30076
Telephone: 770-643-4400
Email: gnichols@interdev.com

B. Project Description. The Service Provider shall provide Information Technology Services for the Village of Buffalo Grove.

C. Representations of Service Provider. The Service Provider has submitted to the Village a description of the services to be provided by the Service Provider, a copy of which is attached as Exhibit B to this Agreement ("Scope of Work and SLA's"). The Service Provider represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the IT Services set forth in Exhibit B in a manner consistent with the standards of professional practice by recognized consulting/IT firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Service Provider.** The Village retains the Service Provider to perform, and the Service Provider agrees to perform, the Services.
- B. **Services.** The Service Provider shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Service Provider shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Service Provider shall diligently and continuously prosecute the Services until the completion of the Work.,
- D. **Reporting.** The Service Provider shall regularly report to the Administrative Services Director ("Director"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit A, unless amended pursuant to Subsection 8 (A) of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit A. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Service Provider shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Village to inspect and audit all data and records of the Service Provider for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition to Agreement Amount.** if the Service Provider wishes to make a claim for additional compensation as a result of action taken by the Village, the Service Provider shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8 (D). of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8 (A) of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Service Provider, the Service Provider shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Escalation.** The Service Provider shall receive a 2.5% cost increase on 1/1/2024. Subsequent annual requests for an increase in price shall not exceed 5.0%. Written requests for price revisions to the “Services/Project Position Rates” shall be submitted at least sixty (60) calendar days in advance of the annual Agreement period. The Village reserves the right to reject a proposed price increase and terminate the Agreement.

- F. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as 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. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Service Provider.

- G. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Service Provider. The Key Project Personnel shall not be changed without the Village's prior written approval.

- B. **Availability of Personnel.** The Service Provider shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Service Provider shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Service Provider shall have no claim for damages and shall not bill the Village for additional time and 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 the Time of Performance as a result of any such termination, reassigning, or resignation.

- C. **Approval and Use of Subcontractors.** The Service Provider shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Service Provider shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Service Provider 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 the Service Provider. For purposes of this Agreement, the term "Service Provider" shall be deemed also to refer to all subcontractors of the Service Provider, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

SECTION 4. PERSONNEL SUBCONTRACTORS (cont.)

- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Service Provider shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Service Provider shall have no claim for damages, for compensation in excess of the amount contained in this Agreement of for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.
- E. **Non-Solicitation, Non-Hire.** The Village agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Village shall not directly or indirectly solicit, recruit, or hire any employees or contractors of the Service Provider without the express written consent of the Service Provider. In the event that the Village breaches the non-solicitation clause stated above and hires an employee or contractor of the Service Provider without obtaining the Service Provider's prior written consent, the Village agrees to pay a recruiting fee to the Service Provider. The recruiting fee shall be equal to 20% of the hired employee's or contractor's annual salary or the agreed-upon compensation package, whichever is greater. This fee is payable within thirty (30) days from the date of the employee's or contractor's employment commencement with the Village. The Village shall promptly notify the Service Provider in writing upon extending an offer of employment to any employee or contractor of the Service Provider. The notification should include details of the employment offer, including the position, start date, compensation package, and any other relevant terms. This non-solicitation, non-hire clause and the associated recruiting fee shall apply to any employee or contractor of the Service Provider, whether introduced to the Village by the Service Provider or identified independently by the Village during the term of this Agreement and the one (1) year following its termination. In the event that any provision of this non-solicitation, non-hire clause is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Service Provider from a source other than the Village prior to the time of disclosure of said information to the Service Provider under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Service Provider or the Village; or (iv) to have been supplied to the Service Provider after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

SECTION 5. CONFIDENTIAL INFORMATION (cont.)

- B. **No Disclosure of Confidential Information by the Service Provider.** The Service Provider acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Service Provider shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Service Provider shall use reasonable measures, at least as strict as those the Service Provider uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Service Provider to execute a non-disclosure agreement before obtaining access to Confidential Information. Any such agreement shall also name the Village as a third party beneficiary.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Service Provider warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance, The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Service Provider as the result of the execution of this Agreement.
- C. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.
- D. **Indemnification.** The Service Provider shall, without regard to the availability or unavailability of any insurance, either of the Village or the Service Provider, indemnify, save harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Service Provider's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Service Provider, except to the extent caused by the sole negligence of the Village. The Service Providers maximum liability for any claimed damages shall not exceed the terms of the policy of insurance carried by the Service Provider as required under the terms of this Agreement.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

- E. **Insurance.** Contemporaneous with the Service Provider's execution of this Agreement, the Service Provider shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Section 6 (F) to this Agreement. For good cause shown, the Administrative Services Director ("Director") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Director may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Service Provider shall, at all times during the term of this Agreement, maintain and keep in force, at the Service Provider's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6 (A), Warranty of Services, of this Agreement.
- F. **Insurance Requirements.** Service Provider shall procure and maintain, for the duration of the Agreement and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Service Provider, his agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026

- 1) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 2) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. **Minimum Limits of Insurance:** Service Provider shall maintain limits no less than:

- 1) Commercial General Liability: \$1,500,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$3,000,000 or a project/contract specific aggregate of \$1,500,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Service Provider shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages:

The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of the Service Provider; premises owned, leased or used by the Service Provider; or automobiles owned, leased, hired or borrowed by the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

- 2) The Service Provider's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be in excess of Service Provider's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- 4) The Service Provider's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Service Provider shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds.
- 6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- 7) The Service Provider and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

E. All Coverages:

- 1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Agreement by any act or omission, including, but not limited to:
 - a. Allowing work by Service Provider or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- 2) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Service Provider shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Service Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The Service Provider assumes liability for all injury to or death of any person or persons including employees of the Service Provider, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Agreement.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents, and volunteers for losses arising from work performed by the Service Provider for the municipality.

- 1) NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under Service Provider's coverage rather than the Village of Buffalo Grove's, if the Village of Buffalo Grove is borrowing, leasing or in day to day control of Service Provider's employee.

K. Failure to Comply

In the event the Service Provider fails to obtain or maintain any insurance coverage's required under this agreement, The Village may purchase such insurance coverage's and charge the expense thereof to the Service Provider.

L. Professional Liability

- 1) Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Agreement, with a deductible not-to-exceed \$50,000 without prior written approval.
- 2) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Service Provider shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- 3) Provide a certified copy of actual policy for review.
- 4) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The Service Provider 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 Village and Service Provider; or (ii) to create any relationship between the Village and any subcontractor of the Service Provider.
- B. **Conflict of Interest.** The Service Provider represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Service Provider or this Agreement; (2) as of the date of this Agreement neither the Service Provider nor any person employed or associated with the Service Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Service Provider nor any person employed by or associated with the Service Provider 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.
- C. **No Collusion.** The Service Provider represents and certifies that the Service Provider 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 Service Provider 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 Service Provider represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village 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 Service Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Service Provider shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Service Provider 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 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement for its convenience at any time upon 120 calendar days' prior written notice to the Service Provider. The Service Provider may terminate this Agreement for its convenience at any time upon 120 calendar days' prior written notice to the Village. Upon the Agreement's expiration or termination by either Party, the Service Provider shall be required to abide by the Transition cooperation obligations as set forth in Section 9. Either Party may terminate this Agreement for cause upon written notice to the other following a material breach of a material provision of this Agreement by such other Party if the breaching Party does not cure such breach within twenty (20) calendar days of receipt of written notice of such breach from the non-breaching Party. In the event that this Agreement is so terminated, the Service Provider shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit A.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- F. **Term.** Subject to earlier termination as set forth herein, the initial term of this Agreement commences on the Effective Date and remain in effect for 18 months (the "Initial Term"). The Initial Term may be extended by successive two (2) year periods or for any other period as mutually agreed to by the Parties in writing (each, a "Renewal Term" and, with the Initial Term, the "Term") prior to the expiration of the then-current Term. At the end of any Term the Village reserves the right to extend this Agreement for a period of up to one hundred and twenty (120) calendar days for the purpose of securing a new Agreement.
- G. **Compliance with Laws and Grants.** Service Provider 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. Service Provider shall also comply with all conditions of any federal, state, or local grant received by Owner or Service Provider with respect to this Agreement or the Services.

Service Provider 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 Service Provider'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 Agreement shall be deemed to be inserted herein.

- H. **Default.** If it should appear at any time that the Service Provider has failed or refused to prosecute, or has delayed in the prosecution 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 such Event of Default within fourteen (14) calendar days after the Service Provider's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
1. **Cure by Service Provider.** The Village may require the Service Provider, 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 Service Provider and the Services into compliance with this Agreement.
 2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
 3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Service Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Service Provider or as a result of actions taken by the Village in response to any Event of Default by the Service Provider.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Service Provider or with any vendor solicited or recommended by the Service Provider.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations, or agreements with, or representations by the Service Provider to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Service Provider, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Service Provider in the performance of the Services, including meeting with the Service Provider and providing the Service Provider with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Service Provider's performance of the Services. The Service Provider agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Service Providers engaged by the Village.
- L. **News Releases.** The Service Provider shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager or designee. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq).
- M. **Intellectual Property.** The Service Provider acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images provided by the Village to the Service Provider for use in performing the Services created by Service Provider are the sole and exclusive property of the Village. The Service Provider acknowledges that this Agreement is not a license to use the Village's Materials except as needed to perform the Services hereunder. If applicable, to the extent the Service Provider has agreed to obtain and/or license Third-Party Materials on behalf of the Village, the Service Provider shall obtain a license for the Village to use the Third-Party Materials as part of the Services for the specified purpose. "Third-Party Materials" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Service Provider for the benefit of the Village. It is expressly understood that, excluding the Village Materials and Third-Party Materials, the Village and the Service Provider may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Service Provider in providing Services hereunder.
- N. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Service Provider in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Service Provider shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- O. **Favorable Terms.** Service Provider represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by the Service Provider to Local Government agencies within a 15-mile radius with a center point of 50 Raupp Blvd Buffalo Grove IL 60089.

Should Service Provider enter into any subsequent agreement with any Local Government agency described above, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Service Provider shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Service Provider shall amend this Agreement to contain the more favorable terms and conditions.

- P. **Joint Purchasing/Purchasing Extension.** The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other Local Government agencies, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Local Government agency and the Service Provider. The Service Provider agrees that the Village shall not be responsible in any way for purchase orders or payments made by other Local Government agencies. The Service Provider further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other Local Government agencies during the extended term of this Agreement.

The Service Provider and other Local Government agencies may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Service Provider and the other Local Government agency.

The Service Provider shall provide other Local Government agencies with all documentation as required in the Request for Qualifications, and as otherwise required by the Village including, but not limited to:

- Certificate of insurance naming each additional agency as an additional insured

SECTION 8. 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 Village or by the Service Provider 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.

SECTION 8. GENERAL PROVISIONS (cont.)

- 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 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. 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. The provisions of Section 8 (D) shall not control with respect to the manner of communications utilized by the Service Provider in rendering the Services.

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

Village of Buffalo Grove ("Village")
50 Raupp Blvd.
Buffalo Grove, IL 60089
Attn: Dane Bragg
Email:dbragg@vbg.org
cc:pbrankin@vbg.org

With a copy to

Law Firm.
Street
City, State, Zip
Attention:
Email:

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

Company. ("Service Provider") InterDev, LLC
Street: 900 Holcomb Woods Pkwy, Ste 100
City, State, Zip: Roswell, GA 30076
Attention: Gary Nichols
Email: gnichols@interdev.com
cc:agreements@interdev.com

SECTION 8. GENERAL PROVISIONS (cont.)

- E. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Service Provider shall be made or be valid against the Village.
- 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. Venue shall be in Cook County, 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 Village and the Service Provider with respect to the Request for Proposal.
- 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. **Exhibit.** Exhibit, A and Exhibit B 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.
- L. **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.
- M. **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.
- N. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- O. **Business Hours and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to “Business Hours” shall mean Monday – Friday 8:00 AM to 5:00 PM. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or Village Holiday as published by the Village of Buffalo Grove, then the notice of obligation may be given or performed on the next business day after that Saturday, Sunday, or Village recognized holiday.

SECTION 8. GENERAL PROVISIONS (cont.)

- P. No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.
- Q. Freedom of Information.** The Firm agrees to furnish all documentation related to the Agreement, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) calendar days after the Village issues Notice of such request to the Firm. The Firm agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Firm’s actual or alleged violation of FOIA or the Firm’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Firm request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Firm agrees to pay all costs connected therewith (such as attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

SECTION 9. TRANSITION COOPERATION

Upon expiration or termination of this Agreement in accordance with Section 7 (E), the Service Provider shall take all necessary actions to ensure an orderly and efficient transition of Services to the Village or another third-party service provider (the “Transition”), as outlined by items (a) – (f), below:

- A. Throughout the Transition Period, which shall be defined as 90 calendar days after the effective date of (i) expiration of the Agreement or (ii) termination of the Agreement by either Party, the Service Provider will continue to perform the Services in accordance with the terms of the Agreement and all exhibits hereto.
- B. As part of the Transition, all Village owned equipment or property provided to the Service Provider under the Agreement shall be turned in to the Village, as applicable, upon completion of Transition approval, and shall remain with the Village thereafter. Village Equipment includes, but is not limited to: computers, laptops, monitors, personal electronic devices (PEDs), flash and external hard drives, employee ID badges, software and software licensure, and any other items as deemed appropriate by the Village.
- C. Transition of Intellectual Property shall abide by guidelines outlined in Section 7 (N) of this Agreement.
- D. As part of the Transition, various user account accesses and authorizations must be created and disabled. Current Service Provider personnel possess user accounts and access necessary for Agreement deliverables. The employees of another third-party service provider will be granted access on the first day of the Transition Period. During the Transition Period, at a date determined by the Village, the Service Provider, and a new third-party provider (if applicable), all new access and new passwords will be activated. All Service Provider user accounts will then be disabled.

SECTION 9. TRANSITION COOPERATION (cont.)

- E. Knowledge transfer will occur over the entirety of the Transition Period. Knowledge transferring will take place via various methods, and will encompass a variety of topics including, but not limited to: organizational structure, and processes, network infrastructure, network security, virtualization, disaster recovery, third-party software providers, records- management systems, database tasks and activities, service-level requirements, customer service requirements, documentation requirements, server structure and integrity, website and SharePoint systems, and all other topics, hardware, software as deemed necessary by the Village.

- F. The Village will make the determination of when the Transition is completed in its sole discretion, and will provide a formal, written acceptance indicating such. Once the Transition has been formally accepted, all supporting documentation will be signed and accepted by the Parties. Following these approvals and signatures, the Transition will be considered complete. Notwithstanding the foregoing, the Village may, in its sole discretion, determine that the Transition is complete prior to the end of the Transition Period as set forth in Section 9 (A), above ("Early Determination"), and if the Village provides written notice of such Early Determination to the Service Provider, then the Transition Period shall end as of the date of such notice.

Acknowledgement.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF BUFFALO GROVE

By: 
Dane Bragg, Village Manager

Date: 06/21/2023

Firm: InterDev LLC

By: 

Title: CEO

Date: 6/20/2023

**Exhibit A.
Agreed Upon Pricing Structure**

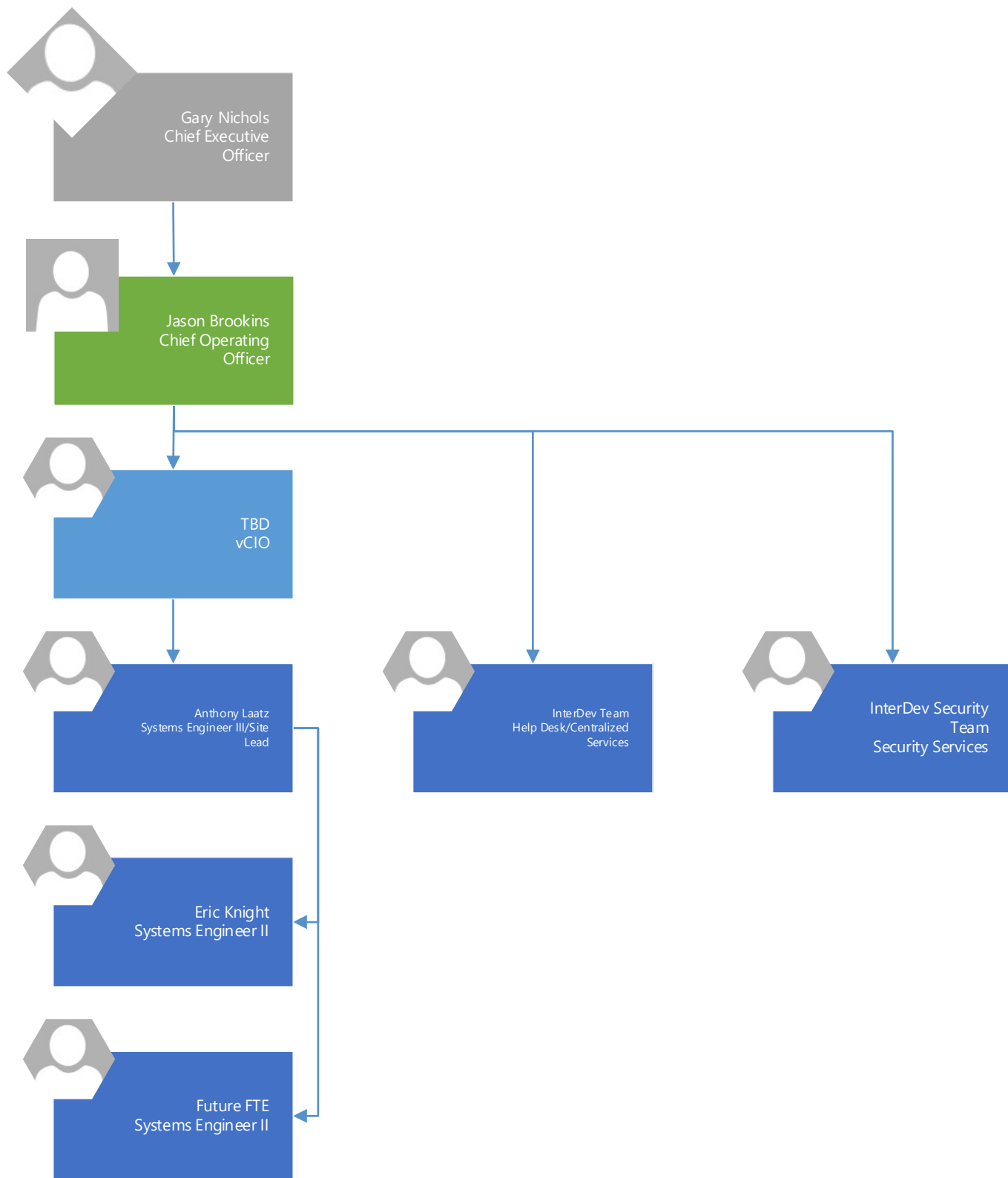
Service Provider shall complete the below cost matrix. Provide a Job Title or Position name and attach a description of the work to be performed by that position. Provide an organizational chart describing the structure and for all positions proposed. Provide a Full Time Equivalent (FTE) allotted to that position with one (1) being a full-time employee and one tenth (0.1) being a position that provides support the equivalent of 1 day every two weeks. Provide the name of the person filling the onsite position. If the responsibilities of an FTE onsite position are to be split by two or more people then provide all names and the FTE each will provide. If a position is remote no onsite assigned personnel data is required simply note that the position is remote by marking an X in that column.

Base FTE Services

Position/Job Title	FTE	Onsite Assigned Personnel	Remote	Cost per Month
Systems Engineer III	1	Anthony Laatz	N	\$18,688.00
Systems Engineer II	1	Eric Knight	N	\$14,625.00
Systems Engineer II	0.4	Rami Mohammed	N	\$5,850.00
Help Desk + Centralized Services	0.5	N/A	Y	\$6,216.00
Security Services	0.1	N/A	Y	\$1,706.00
vCIO	0.1	N/A	Y	\$2,844.00
Total Monthly Cost				\$49,929.00
Total Annual Cost				\$599,148.00

Optional Extra FTE Services

Position/Job Title	FTE	Onsite Assigned Personnel	Remote	Cost per Month
Systems Engineer II (Optional)	0.6	Rami Mohammed	N	\$8,775.00



System Engineer III

Essential Responsibilities

Mentor, monitor, delegate, and act as a point of escalation for their Technical Support Team to promote success and standardization of processes.

Provide leadership and directly manage the team's resources, which includes team direction, day-to-day activities, setting team priorities and workflows for the day/week, team processes, coaching, and mentoring.

Identify areas of improvement and assist with the creation and implementation of best practices and policies for the Support Services Department.

In collaboration with Service Delivery Management, administer employee performance reviews.

Approve PTO and Expense requests; manage work schedule and coverage calendar for the team.

Provide IT support relating to escalated issues with the internal systems and network infrastructure.

Provide administration of support services for Microsoft-related technologies including Windows Server, Exchange, SQL, SharePoint, and Microsoft Office Suite 365.

Perform Microsoft Office 365 migrations

Provide administration of support services for virtualization technologies including VMware, ESXi, HyperV, and Windows Server optimization.

Design and implement at the network level: WAN and LAN connectivity, routers, firewalls, wireless VLAN routing and switching, and firewall security.

Design and provide administration of hosted and cloud solutions for customers utilizing technologies that meet their requirements.

Timely and effective administration and maintenance of remote access solutions including VPN, terminal services, updates to agent scripts, responding to alerts, monitoring dashboard, and performing periodic system review.

Produce documentation in an accurate and timely manner for system maintenance, network architecture, and knowledge base / best practices for all computer systems and network infrastructure.

Timely and effective communication with customers including incident progress statuses, updates, and notifications of impending changes or planned outages.

System Engineer II

Essential Responsibilities

IT Support relating to issues with the internal systems and network infrastructure.

Support services (including applications deployment, Active Directory, server optimization) for Microsoft-related technologies: Windows Server, Exchange, SQL, Microsoft Office Suite 365, etc.

Support services for virtualization technologies including VMware and Hyper-V applications.

Assist with management at the network level: WAN and LAN connectivity, routers, firewalls, wireless VLAN routing and switching, and firewall security.

Assist with the administration of hosted and cloud solutions for customers utilizing technologies that meet their requirements.

Assist with implementation of disaster recovery solutions.

Timely and effective administration and maintenance of remote access solutions including VPN, terminal services, updates to agent scripts, responding to alerts, monitoring dashboard, and periodic system reviews.

Produce documentation in an accurate and timely manner for system maintenance, network architecture, and knowledge base / best practices for all computer systems and network infrastructure.

Timely and effective communication with customers including incident progress statuses and updates as well as notifications of impending changes or planned outages.

Virtual Chief Information Officer

Essential Responsibilities

Serve as strategist, partner, advisor, and visionary to government clients in designing and implementing custom solutions that align with technology strategy and service needs.

Develops business case justifications and cost/benefit analyses for IT spending and initiatives.

Performs on-site client site visits on a weekly basis.

Benchmark, analyze, and report on results and trends in service, tools, and technology; proactively plan changes and improvements, long-term sustainability, and government business growth.

Oversee and lead special projects throughout the project lifecycle for government clients.

Work with the Business Development team providing accurate scope of work, cost estimates, and information for Government RFP responses; serve as the subject matter expert for government proposals.

Preserve government client assets and assure business continuity by overseeing and cocreating disaster recovery, backup procedures, information security, and control structures in collaboration with the internal Security team.

Create estimates, reports, and data analysis in response to client requests for information to support their technology needs.

Create and manage budgets that meet profitability, contractual, and performance KPIs for government clients.

Assist with vendor, supplier, and consultant agreements on behalf of the client as requested.

Develops policies, procedures, knowledge base materials, training, workflow, and automation to drive success for government team members.

Manage and facilitate performance and technical skills development of direct reports by effectively communicating expectations, cross-training, setting individual goals, conducting annual performance reviews and performance improvement plans, and providing creative and motivational team-building opportunities.

Facilitate orientation, training, and mentoring of new and existing direct reports.

Define and ensure implementation of IT policies, procedures, and best practices throughout the government team.

Successfully assess the knowledge, skills, and abilities of government team members to ensure InterDev technical staff is matched appropriately with client needs.

Drive quality of service by establishing and enforcing organizational standards.

Verify and authenticate technology application results directing system audits of technologies implemented as needed.

Maintain professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; benchmarking state-of-the-art practices; participating in professional societies.

EXHIBIT B SCOPE OF SERVICES

- 1) **General Purpose:** The purpose of this agreement is for the Village of Buffalo Grove (Village) to enter an agreement with the Service Provider for all or part of its Information Technology (IT) management, development, operation, and maintenance. In addition to supporting the existing IT Services program, the Service Provider will identify opportunities for continued development and enhancement.

The Village may be sharing management, development, maintenance expertise and staffing with other local government agencies.

The Service Provider shall provide minimum staffing as described in Exhibit A in order to fulfill the Base Services described herein and the SLA requirements as described in Exhibit B-1.

The Service Provider is the Service Provider for the Village Base IT Services (as defined in this exhibit) and is responsible for providing the necessary IT professional resources to provide services to support this entity. The Service Provider will facilitate and manage resource, cost, and technical innovation for the Village.

- 2) **Confidentiality:** Village documents provided to prepare the contract may have proprietary and confidential information. They shall not be copied, circulated, or otherwise provided to any person or organization that is not part of the process established for its consideration without the advance written permission of the Village.

- 3) **Service Types:** The Service Provider will provide and support three (3) service types. The three (3) services types are as follows:

A. **Base Services:** Services include, but are not limited to IT Infrastructure; Workstations, Network, Telecommunications, Servers, Security Equipment, Desktop Support, Service Desk, Application Support, Strategic Planning Report Development, and Management/Administrative functions. Please see Base Services table below.

- i. Information technology service encapsulates full-time, Monday through Friday business hours support and emergency after hours support 24x7.

Base Service	Service Description
Acquisition and Procurement	A service supporting the request, configuration, and procurement of various technical devices, software, and other related services.
Application Configuration Deployment	See Configuration Management
Asset Tracking	See Configuration Management
Break Fix Maintenance	Hardware and related software support when a device has failed. Includes the repair or replacement of the failing device.
Capacity Management	Manage the throughput of all related local and wide areas network to ensure there is enough capacity to support all business requirements.
Change Management	The process responsible for controlling the lifecycle of all changes, enabling beneficial changes to be made with minimum disruption to IT services. Change management is responsible for managing all changes to the production environments of any GovITC member.
Configuration Management	The process responsible for ensuring that the assets required to deliver services are properly controlled, and that accurate and reliable information about those assets is available when and where it is needed.
Data Center Support	Support of Acquisition, Configuration, Network, Storage, Battery backups, repair services for data center related devices, software, and IT services.
Deployment	The activity responsible for movement of new or changed hardware, software, documentation, processes, and the like into the production environment.
Disposition	The organized process of disposing of any end of life device, capability, or asset.
Facilities Infrastructure	Infrastructure support for any facilities that are used to deliver any IT service to a GovITC member to ensure the agreed availability, capacity, and physical security are maintained.
Image Management	Manage the approved image for each device type this includes software version control.
Incident Management	The process responsible for managing the lifecycle of all incidents. Incident management ensure that normal service operation is restored as quickly as possible and the business impact is minimized.
IT Budgeting	Budgeting assistance to all GovITC members relating to estimated costs, proactive fund allocation, and project pricing based on defined scope and requirements.
IT Planning and Documentation	Assistance planning and documenting any new, changed, or modified IT services.
Knowledge Management	The process responsible for sharing perspectives, ideas, experience and information, and for ensuring that these are available in the right place and at the right time.
Monitoring Management	The process responsible for managing the repeated observation of a configuration item (CI) IT service, or process to detect events and to ensure that the current status is known.
Network Support	Support of the local and wide areas networks to ensure the agree availability, capacity, security and access are managed and maintained.
Operating System	Operating system and patch deployment and upgrades of workstations, servers, and network devices.
Patching Updates	Managing patch update that include: maintaining current knowledge of available patches; deciding what patches are appropriate for particular systems; ensuring that patches are installed properly; testing systems after installation; and documenting all associated procedures, such as specific configurations required.
Physical Security	Ensure physical security by integrating people, place, process and technology.
Problem Management	The process responsible for managing the lifecycle of all problems. Problem management proactively prevents incidents from happening and minimized the impact of incident that cannot be prevented.
Server Support	Server hardware, operating systems, and application software that resided on the service per agreement.
Service Desk	A single point of contact between the IT support provider and the users. A typical service desk manages incidents and service requests, and also handles communication with the users.
Software Version Control	Process of keeping a software system consisting of many versions and configurations well organized and up to date.
Strategic Planning	Assistance with near and long term planning within the scope of the services provided by the vendor.
Vendor Management	Management of the vendor's engagement via one or more dedicated resources.
Voice and Conferencing Support	Management and support of all voice and audio conferencing services delivered to any GovITC Member.
Wireless Support	Manage and support any current or future wireless networks. This includes availability, capacity, access, and security.

- B. **Planned Projects:** Scoped and Un-scoped projects with requirements that will be provided by the Village, reviewed by Service Provider, Scope of Work Developed, and pricing provided by Service Provider.

The Service Provider shall deliver to the Village recommended projects for the next calendar year by June 1 each calendar year. Using the Service Provider's recommendations, or developed independently, The Service Provider shall receive from the Village a list of Base and Planned Projects for the next calendar year no later than July 1 each calendar year. The Village's project list may be developed independently from the Service Provider, or in partnership with the Service Provider. The Service Provider shall submit to the Village a schedule of pricing by August 1. The Village and the Service Provider shall come to a mutual agreement as to the quantity and schedule for projects. To the extent possible, the projects schedule will be complete by October 31 of the calendar year. The Village may elect to suspend or reduce the SLA requirements to complete projects in a timely fashion.

- a. Projects that take less than 40 hours to complete shall be completed as though that project was a Base Service at no extra cost to the Village.
- b. Projects that clearly exceed 40 hours to complete must be presented in writing in a form acceptable to the Village and the Service Provider and the Village shall agree to pricing and the Village shall authorize work prior to InterDev beginning said Project.
- c. Projects that were estimated to take 40 hours or less time but do not shall be treated as follows.
 - i. Projects that exceed 40 hours of time due to unforeseen circumstances by InterDev and through no fault of the Village will be treated as those described in (a.) above.
 - ii. Projects that exceed 40 hours of time due to change orders requested by the Village but do not exceed a 20% increase in hours required to complete the project will only be billed the balance of time more than 40 hours.
 - iii. Projects that exceed 40 hours of time due to change orders requested by the Village and exceed an increase of 20% in the hours required to complete the project will be billed for the entirety of the work.
- d. The Village retains the right to suspend or reduce any SLA for the Service Provider to complete an agreed upon project. Notice of this waiver will be communicated to the Service Provider in writing and shall also include the duration of the suspension of SLAs

Change Orders

Detailed written Requests for Change Orders must be submitted to the Municipality's Representative on the form provided (Exhibit C.). To facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. The affected Municipality's representative will review requests.

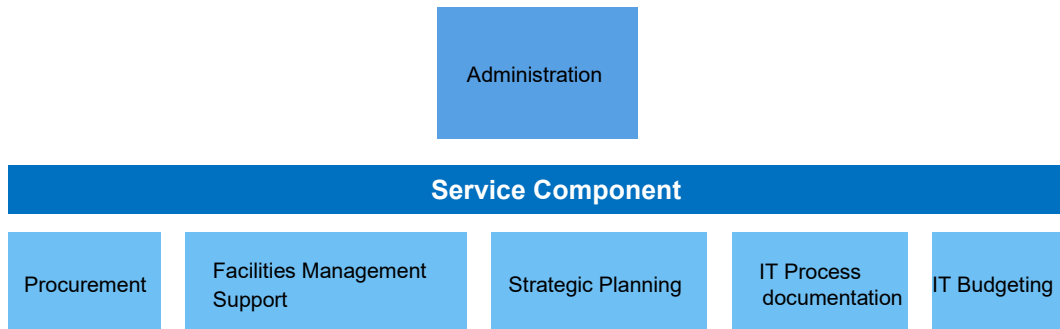
Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

A written Change Order must be issued by the affected Municipality's representative prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

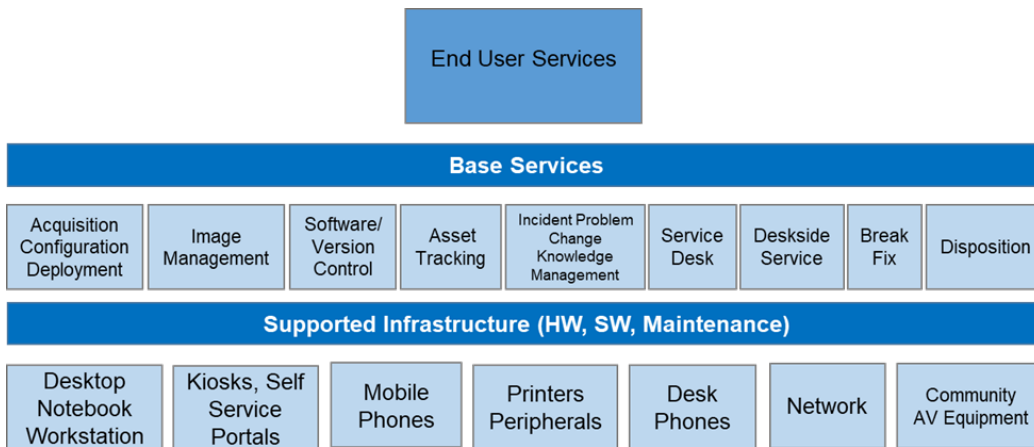
- C. **Optional Services:** May include a unique service needed by the Village, and therefore does not fit in with the Base Services. It would include those projects where the Village seeks a competitive procurement process.

4) **Base Service Categories:** The Service Provider will support five (5) Base Service categories associated with each Base Service type. The five (5) Base Service categories are as follows:

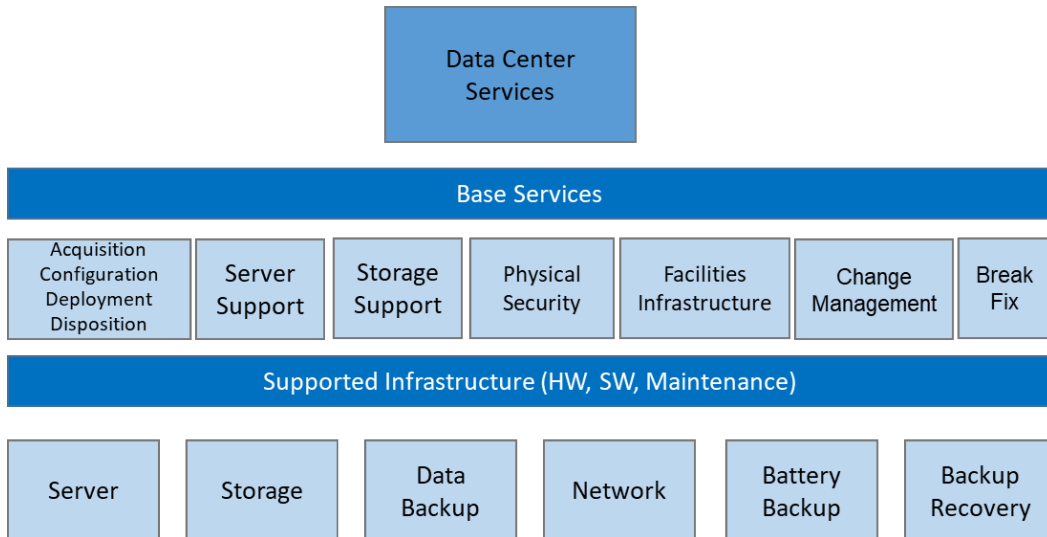
- A. **Management and Administration:** These services include, but are not limited to: Procurement, Facilities Management Support, Strategic Planning, IT Planning and Process Documentation, Regulatory Compliance, and IT Budgeting. Please see below. Proposer will provide an IT Manager to manage staffing resources, provide reports and manage projects.
 - a. **Process Documentation:** These services shall include:
 - i. Document all standard operational, maintenance, and emergency operations processes (SOPs, MOPs, and EOPs).
 - ii. The documented processes shall reside on the Village Network and shall be the property of the Village



- B. **End User Services:** These services include but are not limited to: Hardware acquisition, User Addition, Password Management, Configuration, Deployment, Image Management, Software Version Control, Asset Tracking, Deskside Service, Workstation Security Patching, Anti-virus Coverage, Phishing Training, Break/Fix, Disposition, and Incident, Problem and Change Management via centralized Service Desk. Please see below.



C. **Data Center Services:** These services include but are not limited to: Hardware Lifecycle Management, Server Support(On Premise and Cloud), Storage Support(On Premise and Cloud), Network Support, Physical Security, Facilities Infrastructure, Change Management and Break/Fix. Please see below.

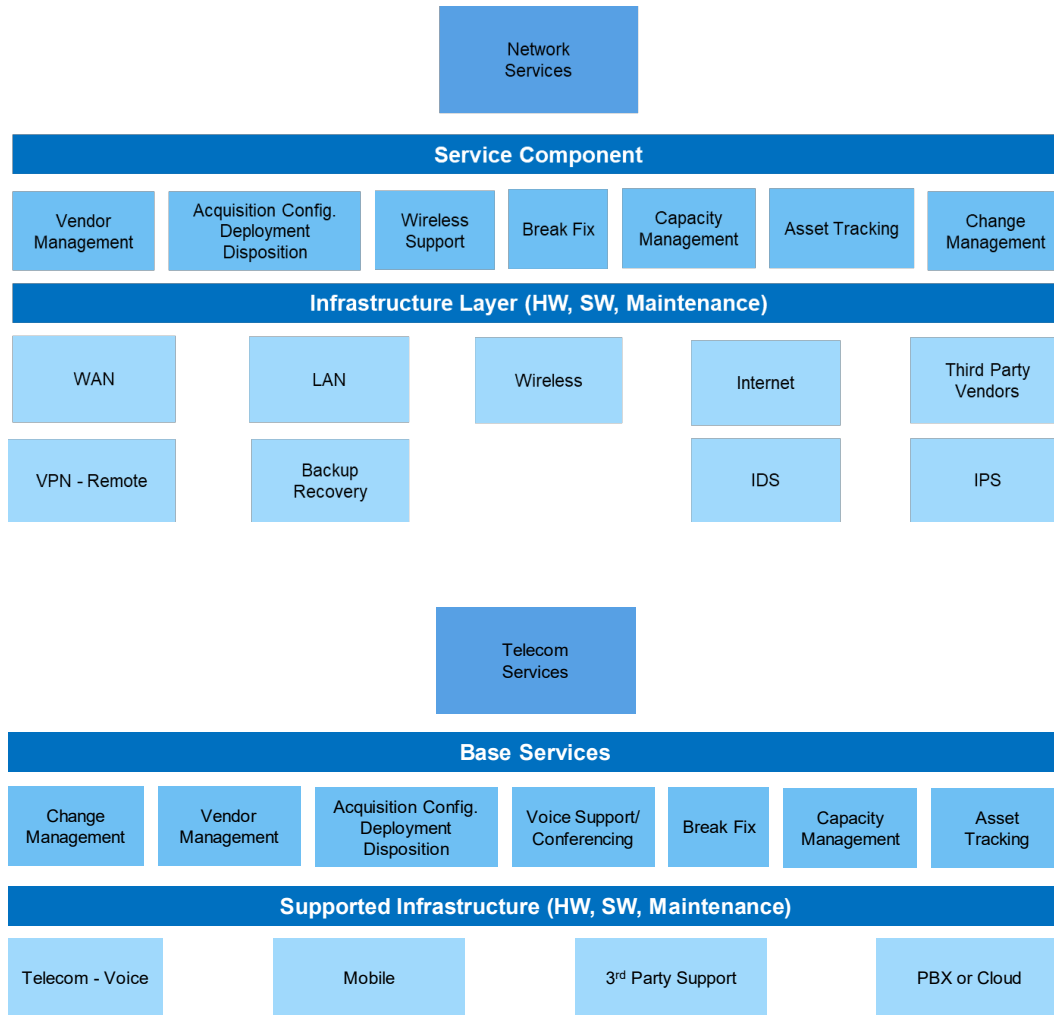


Data backup is the process of backing up any critical data or data that is important enough were losing the information would have a negative effect on the group or organization. Data recovery is the process of recovering the data that was backed up. Note that they are separate because the SLA or service requirements for data backup is to ensure that it is actually backed up and the service provider needs to validate the backup was successful. Data recovery is the process of retrieving the data and putting it back into production and available. The SLA for that usually relates to the speed of recovery and when the data will become available again after requesting its restoration.

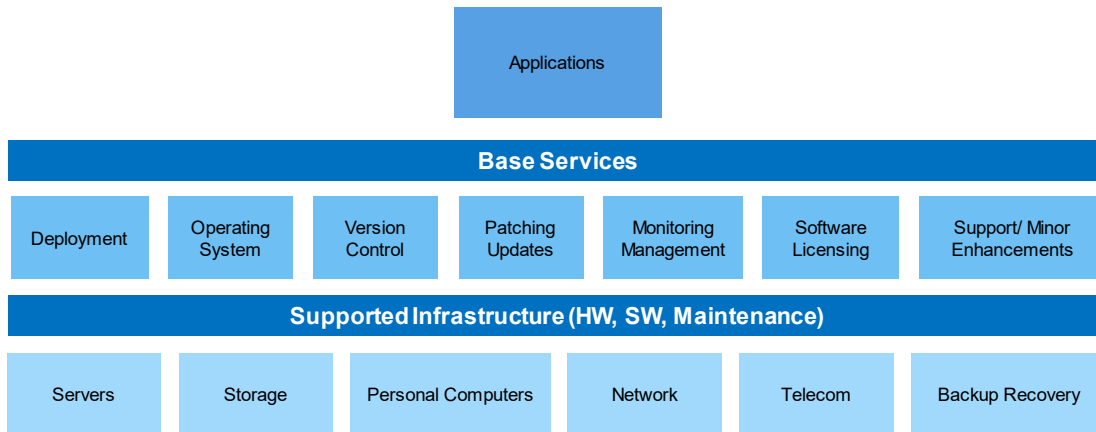
The Service Provider is responsible for installing, operating, and monitoring the backup and recovery systems for all Village IT assets that permit the Service Provider to continue services within a reasonable period following a disaster or outage.

Disaster Recovery Plan. The Service Provider shall create and maintain a Disaster Recovery Plan for the Village in accordance with cyber liability insurance requirements. At a minimum, the plan shall be verified via functional tests every other year, and with tabletop tests on alternate years.

D. **Network and Telecommunication:** The services include but are not limited to: Vendor Management, Hardware Lifecycle Management, Asset Tracking, Change Management, Network and Endpoint Security, Wireless Support, Capacity Management, Voice Support/Conferencing and Break/Fix. Please see below.



- E. **Applications Support:** These services include but are not limited to: Deployment, Operating Systems, Version Control, Patching Updates, Monitoring Management, Service Provider Managed Cloud Services Availability, and Software Licensing. Please see below.



- 5) **Service Pricing** – Exhibit A details the pricing for the Base Level Services that the Service Provider will provide along with the associated SLA’s listed in Exhibit B. The pricing and metrics will include but are not limited to:
 - A. Management and Administration
 - B. End User Services
 - C. Data Center Services
 - D. Network and Telecom Services
 - E. Applications Support
- 6) **Facilities and Equipment** – The Village is willing to provide the Service Provider with adequate office space, furnishings, hardware, software, and connectivity to fulfill the objectives of the IT Services program. The rate structure extended to The Village is contingent of these provisions for the Service Provider. Facilities and equipment include, but are not limited to the following:
 - A. Office space for the Service Provider staff. This space should effectively and securely house all required IT systems. Peripherals and support tools. This space must be available during normal business hours and shall be kept clean and organized at all times.
 - B. Furnishings include adequate desk(s), shelving, and seating for the Service Providers staff.
 - C. A telephone line and phone to originate and receive outside calls.
 - D. A network connection with adequate speed and access to the Internet.
 - E. Hardware, Software, Peripherals, and Network connectivity to perform the IT Services objectives efficiently.

7) **Live Dashboard**- The Service Provider shall deploy, manage, and maintain a live dashboard (the "Dashboard") for the Client, subject to the following terms and conditions:

- A. **Deployment:** The Service Provider shall deploy the Dashboard for the Village within a period not exceeding one (1) month from the effective date of this Agreement. The Dashboard shall include all SLA data; help desk ticket details including the submitter, date submitted, ticket description, and Service Provider notes as well as agreed-upon features/capabilities as specified by the Village in writing.
- B. **Data Accuracy and Update Frequency:** The Service Provider shall ensure that the Dashboard reflects accurate data with a minimum accuracy level of ninety-nine percent (99%). The Dashboard shall be updated with near-real-time data, with an update frequency of no less than every fifteen (15) minutes or as otherwise agreed upon in writing by the parties.
- C. **Customization and Maintenance:** The Service Provider shall customize and maintain the Dashboard according to the Village's requirements, in accordance with the agreed upon SLA.
- D. **User Training and Support:** The Service Provider shall provide the Village's designated users with annual training on the use and functionality of the Dashboard. The Service Provider shall also provide ongoing support for the Village's users in relation to the Dashboard throughout the term of this Agreement.

8) **Termination** – The Village can terminate this Agreement at its convenience upon 120 calendar days written notice.

EXHIBIT B-1

SERVICE LEVEL AGREEMENT (SLA) AND PENALTIES

A Service Level Agreement (SLA) is an agreement between two parties for the delivery of specified services by a supplier/vendor to another party/user (Village), which may also be referred to in this documentation as the “Client”. It is effectively an agreement the parties have designed, negotiated, and agreed upon to identify and measure the services to be provided. It is a signed comprehensive document specifying the terms and conditions under which the service delivery is accomplished and defines the terms between any internal or external service providers.

All parties must clearly understand their respective roles and responsibilities with respect to the delivery of the services and this information is included in the SLA document. The common attributes include:

- Defines the village and the supplier/vendor
- Defines the terms and basis under which the Services will be delivered
- States how the Service performance levels are to be measured.
- Provides a framework for the relationship between the Supplier and the Village.
- Specifies the Services to be delivered in the Service Catalog
- Specifies the services which are classified as a Project

The Agreement also holds the Service Provider accountable for the quality and performance levels of the services and the service availability.

The following pages contain the SLA's, key metrics for the service within the Service Catalog (Exhibit B) attached to this Agreement and will be reported to the Village based on the defined period. Other service statistics that are not covered under the SLA agreement can be added to the monthly or quarterly reporting and provided to the Village if those metrics are reportable by the service provider.

- Service Types shaded blue are provided by the vCIO
- Service Types Shaded green are provided by the Security Service team
- A Critical Incident is defined as an unexpected event or situation that has a major impact on the normal functioning of an IT system or service. It usually involves the interruption or degradation of a critical IT service, resulting in a severe disruption of business operations or customer experience. Critical Incidents shall be exempt from the business hour restriction on SLAs and shall be addressed immediately and work shall continue until the Critical Incident is resolved.

The following events shall be excluded in calculating Uptime SLA:

- Planned maintenance windows, InterDev shall provide advance notice of maintenance via email.
- Any unavailability caused by circumstances beyond InterDev's reasonable control, including without limitation, unavailability due to Customer or its Users' acts or omissions, a Force Majeure Event, Internet service provider failures or delays, failure or malfunction of equipment or systems not belonging to or controlled by the village.
- Problems/Issues that are awaiting a response from a 3rd party vendor (i.e., Tyler Technologies) stops the SLA clock. InterDev will continue to communicate and work with the 3rd party vendor until the issue is resolved.

Service Types	Service Level Agreements	Response Times	Reported
Server/Storage/Network Support <i>(Critical Incident)</i>	Priority Level: Critical	Response: 15 Minutes Temporary Resolution: 2 hours Permanent Resolution 48 hours. <i>Minimum SLA Compliance: 95%</i>	Monthly
PC Hardware Incident Support <i>Standard support for hardware issues related to Standard, Power Mobile users including network printers and MFD.</i>	Priority Level: High	Response: 30 Minutes Resolution: 8 hours <i>Minimum SLA Compliance: 90%</i>	Monthly
Desk-side Application Incident Support <i>Production Impaired Critical functionality or network access interrupted, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible.</i>	Priority Level: High	Response: 30 Minutes Resolution: 4 hrs. <i>Minimum SLA Compliance: 90%</i>	Monthly
Desk-side Application Incident Support <i>Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.</i>	Priority Level: Medium	Response: 1 hrs. Resolution: 8 hrs. <i>Minimum SLA Compliance: 90%</i>	Monthly
Desk-side Application Incident Support <i>General Assistance: Application or personal procedure unusable, where a workaround is available, or a repair is possible.</i>	Priority Level: Low	Response: 4 hrs. Resolution: 16 hrs. <i>Minimum SLA Compliance: 90%</i>	Monthly

Service Types	Service Level Agreements	Response Times	Reported
<p>Mobile Application Incident Support</p> <p><i>Standard support for software and operating system issues related to Mobile users.</i></p>	<p>Priority Level: High</p>	<p>Response: 30 Minutes Resolution: 16 hours <i>Minimum SLA Compliance: 90%</i></p> <p><i>(Note: In rare cases return to operation may include loaner, replacement or other work around which provides functionality)</i></p>	<p>Monthly</p>
<p>Server/Storage/Network Support</p> <p><i>Production Impaired: An Error that causes major functionality of Software to be inhibited, but the Error does not materially disrupt Client's business.</i></p>	<p>Priority Level: High</p>	<p>Response: 30 Minutes Resolution: 4 hours. <i>Minimum SLA Compliance: 90%</i></p>	<p>Monthly</p>
<p>Server/Storage/Network Support</p> <p><i>Production Inhibited: An Error that inhibits a feature of the Software, but the Error does not materially disrupt business</i></p>	<p>Priority Level: Medium</p>	<p>Response: 2 hours. Resolution: 10 hours. <i>Minimum SLA Compliance: 90%</i></p>	<p>Monthly</p>
<p>Server/Storage/Network Support</p> <p><i>General Assistance: Either a "how to" question, an Error that is minor or cosmetic in nature, or, an enhancement to be considered for development.</i></p>	<p>Priority Level: Low</p>	<p>Respond: 8 hours Resolution: Agreed upon between parties, Typically Best Effort <i>Minimum SLA Compliance: 90%</i></p>	<p>Monthly</p>

Service Types	Service Level Agreements	Response Times	Reported
<p>New User Addition</p> <p><i>Adding a new user to the computing environment that would include creating an active directory and email account and setting up the primary device that the user would be using.</i></p>	<p><i>Service Request (No Priority Level)</i></p>	<p>Respond: 8 hours Normal Resolution: 16 hrs. Escalated Resolution: 2 hrs. <i>Minimum SLA: 90%</i></p>	<p>Monthly</p>
<p>Password Reset</p> <p><i>Changing an end user password to re-enable access to organizational resources (I.e., email).</i></p>	<p><i>Service Request (No Priority Level)</i></p>	<p>Respond: 1 hour Normal Resolution: 4 hrs. Escalated Resolution: 2 hrs. <i>Minimum SLA: 90%</i></p>	<p>Monthly</p>
<p>User Server Access and/or similar Change</p> <p><i>Granting access to organizational shared resources (I.e., SharePoint, shared drives).</i></p>	<p><i>Service Request (No Priority Level)</i></p>	<p>Respond: 1 hour Normal Resolution: 4 hrs. Escalated Resolution: 2 hrs. <i>Minimum SLA: 90%</i></p>	<p>Monthly</p>
<p>All other requests</p> <p><i>Refers to any other requests that do not fall into any other SLA category.</i></p>	<p><i>Service Request (No Priority Level)</i></p>	<p>Respond: 8 hours Normal Resolution: Scheduled Escalated Resolution: Scheduled Minimum SLA: Delivered when committed by vendor, 90% of committed time</p>	<p>Monthly</p>

Service Types	Service Level Agreements	Response Times	Reported
<p>Server Patching (Critical and Security Patches) *Legacy servers and/or applications that cannot be patched because of a lack of 3rd party support are exempt from SLA.</p> <p><i>Refers to applying security and software updates to the physical and within the virtual environment</i></p>	<p><i>Service Request (No Priority Level)</i></p>	<p>99% of server where patching is enabled are fully patched.</p>	<p>Monthly</p>
<p>Workstation Patching (Critical and Security Patches)</p> <p><i>Refers to applying security and software updates to the endpoint devices (PC hardware).</i></p>	<p><i>Service Request (No Priority Level)</i></p>	<p>97% of workstations where patching is enabled are fully patched.</p>	<p>Monthly</p>
<p>Workstation Endpoint Detection and Response (EDR) Coverage</p> <p><i>All devices on the local network shall have EDR agent installed and configured.</i></p>	<p><i>Service Request (No Priority Level)</i></p>	<p>97% of workstations with up-to-date coverage.</p>	<p>Monthly</p>
<p>Server Endpoint Detection and Response (EDR) Coverage</p> <p><i>All servers on the local network shall have an EDR agent installed and configured.</i></p>	<p><i>Service Request (No Priority Level)</i></p>	<p>99% of servers with up-to-date coverage.</p>	<p>Monthly</p>

Service Types	Service Level Agreements	Response Times	Reported
<p>System Uptime</p> <p><i>System uptime used as a measure of computer <u>operating system</u> reliability or stability, in that this time represents the time a computer can be left unattended without crashing.</i></p>	<p><i>Service Request (No Priority Level)</i></p>	<p>Critical systems have an uptime of 99%</p>	<p>Quarterly</p>
<p>Server Data Backups</p> <p><i>Server data backups refer to the backup job reporting as successfully completed.</i></p>	<p><i>Service Request (No Priority Level)</i></p>	<p>95% of all server backups are completed successfully</p>	<p>Quarterly</p>
<p>Customer Satisfaction Survey</p> <p><i>Refers to the user satisfaction with IT services feedback campaign that InterDev will provide as part of the vCIO services.</i></p>	<p><i>Service Request (No Priority Level)</i></p>	<p>Will be released annually no later than at the end of the second quarter of the calendar year.</p>	<p>Annual</p>
<p>Vulnerability Scan</p> <p><i>Refers to network scanning that identifies weaknesses in an information system, system security procedures, internal controls, or implementation that could be exploited by a threat source.</i></p>	<p>Medium</p>	<p>To be performed annually no later than at the end of the third quarter of the calendar year.</p>	<p>Annual</p>

Service Types	Service Level Agreements	Response Times	Reported
<p>Vulnerability Scan Remediation</p> <p><i>Refers removing cybersecurity threat(s) by patching or fixing weaknesses that are detected in assets, networks, and applications.</i></p>	<p>Varies</p>	<p>Critical: Resolution 48 hours High: Resolution 80 hours Medium: Resolution 30 days Low: Resolution 90 days</p>	<p>Annual</p>
<p>Security Policy Test</p> <p><i>Refers to the testing of any security policies enacted in order to make the data environment more secure.</i></p>	<p>Medium</p>	<p>To be performed annually no later than at the end of the third quarter of the calendar year.</p>	<p>Annual</p>
<p>Security Policy Remediation</p> <p><i>Refers to the implementation of any security policies created and tested in order to make the data environment more secure.</i></p>	<p>Medium</p>	<p>Resolved 90 calendar days after Security Policy Test</p>	<p>Annual</p>
<p>Service Provider Managed Cloud services availability</p> <p><i>Refers to any cloud-based environment that is managed by InterDev directly and does not apply to 3rd party vendor application SaaS environments.</i></p>	<p>High</p>	<p>Response Time: 30 minutes Resolution Time: 4 hours Compliance: 99.5% uptime</p>	<p>Monthly</p>
<p>New Device Configuration Management(Desktop, Tablet, Laptop, Phones)</p> <p><i>Refers to the configuration and installation of new computing devices.</i></p>	<p>Low</p>	<p>Response Time: 8 hours Resolution Time: 60 hours Compliance: 90% of configurations completed within SLA times</p>	<p>Monthly</p>

Service Types	Service Level Agreements	Response Times	Reported
<p>IT Asset Disposal</p> <p><i>Refers to the removal of IT assets from the end user's office or work area.</i></p>	<p>Low</p>	<p>Response Time: 24 hours Resolution Time: 160 hours Compliance: 92% compliance with disposal policies</p>	<p>Quarterly</p>
<p>Service Provider Forecasting</p> <p><i>Refers to the quarterly workplan that InterDev will provide the village as part of the vCIO service delivery.</i></p>	<p>Low</p>	<p>Response Time: 24 hours Resolution Time: 160 hours Compliance: quarterly work plan</p>	<p>Quarterly</p>
<p>Service Provider Assessment</p> <p><i>Refers to the annual vCIO assessment and compliance audit that will include the planning of future projects or complex IT activities (I.e., recommended replacement of firewalls or core routing and switching equipment)</i></p>	<p>Low</p>	<p>Response Time: 24 hours Resolution Time: 120 hours Compliance: Annual assessment and work plan completion</p>	<p>Annually</p>
<p>5 year Strategic Plan</p> <p><i>Refers to the development of and subsequent revisions to a Strategic Plan, this document should inform the development of the Project Plan</i></p>	<p>Medium</p>	<p>To be provided annually no later than March 1 of each year.</p>	<p>Annual</p>
<p>Project Plan</p> <p><i>Refers to the development of a project plan for projects to be performed in the following fiscal year.</i></p>	<p>Medium</p>	<p>To be provided annually no later than June 1 of each year.</p>	<p>Annual</p>
<p>Disaster Recovery Plan</p> <p><i>Refers to the development of and subsequent revisions to a Disaster Recovery and Incident Response Plan</i></p>	<p>Medium</p>	<p>To be provided annually no later than November 1 of each year. Plan should be tested no less than every other year.</p>	<p>Annual</p>

Service Types	Service Level Agreements	Response Times	Reported
<p>Live Dashboard Implementation</p> <p><i>Refers to the dashboard provided within InterDev’s work management platform that provides detailed statistics and ticketing information.</i></p>	<p><i>High</i></p>	<p>Response Time: 24 hours Resolution Time: 160 hours Compliance: Successful deployment of a live dashboard with agreed-upon features and capabilities</p>	<p>On Completion</p>
<p>Live Dashboard Data Accuracy and Update Frequency</p> <p><i>Refers to the accuracy of the information presented on the dashboard.</i></p>	<p><i>High</i></p>	<p>Response Time: 30 minutes Resolution Time: 4 hours Compliance: 99% data accuracy and near-real-time data update frequency (e.g., every 15 minutes)</p>	<p>Monthly</p>
<p>Live Dashboard Customization and Maintenance</p> <p><i>Refers to InterDev’s ability to change or modify what information is presented in the dashboard and how it visually appears.</i></p>	<p><i>Low</i></p>	<p>Response Time: 8 hours Resolution Time: 40 hours Compliance: 90% of dashboard customization and maintenance requests completed within SLA times</p>	<p>Monthly</p>

SLA Penalty

Service Types below SLA target	SLA Penalty for Failing to Meet SLA Targets	Earnback Credit
Four or More	10% Total Monthly Invoice	During the subsequent month if the service levels are met, the original penalty amount is paid to the Service Provider. In no case shall the Service Provider be paid back the penalty amount more than 3 (three) times in one contract year.
Two or Three	5% Total Monthly Invoice	

**Penalties may be waived at the discretion of the Village*

Exhibit C. Change Order

Project Name _____ Change Order Number _____

Project Number _____ Date _____

The Project is altered as follows:

The original Project Amount was \$ _____

Amount altered by previous Change Order \$ _____

The Project Amount prior to this Change Order \$ _____

The Project Amount will be (increased, decreased)
by this Change Order in the amount of \$ _____

The new Project Amount including this Change Order \$ _____

Original Project Completion Date _____

Days altered by previous Change Order _____ Calendar Days

The Project Time/Completion Date will be
(increased, decreased) by _____ Calendar Days

The new Project Completion Date _____

Accepted by:

Service Provider

Printed Name

Signature

Title

The Village of Buffalo Grove

Printed Name

Signature

Title