



Village of Itasca

550 W. Irving Park Rd.

Itasca, IL 60143

630.773-0835 • www.itasca.com

MEMORANDUM

TO: Village Board
FROM: Dan Corcoran, IT Director
DATE: May 3, 2019
SUBJECT: Discussion and possible action regarding a new Information Technology Support Services Agreement with Enhanced Networks.

Purpose

To discuss a new agreement with Enhanced Networks for Information Technology support services.

Discussion

The Village Board approved a support services agreement for budget year 2018-2019 with Enhanced Networks that ended on April 30, 2019. The IT Department would like to sign a new agreement with Enhanced Networks for the 2019 -2020 budget year.

Enhanced Networks was chosen by the IT Director last year to comply with Section 30.110 (L) of the Itasca Code of Ordinances states as follows: "No purchase, acquisition, construction or other contract or any increase to an existing contract of any type shall be made in excess of \$5,000 except by approval of the Village Board."

Enhanced Networks remains the Village IT vendor because of their familiarity with the village wide area network, gained from their previous experience working with the village's SCADA system. Preserving continuity in information technology support reduces the learning curve when providing support for the Village network and provides a knowledgeable back-up should the IT Director be unavailable. The IT Director currently sees no reason to change vendors as it would not be in the Village's best interest.

The attached agreement covers all services provided by Enhanced Networks beginning May 1, 2019 through April 30, 2020.

Fiscal Impact

All expenditures have been approved through the budget process.

Staff Recommendation

The IT Director recommends that the Village Board accept support and approve the new Enhanced Networks Support Service Agreement.

After Action Steps

File Executed Contract with Deputy City Clerk - IT



Enhanced Networks, Inc.
 25659 Hillview Court
 Mundelein, IL 60060
 (847) 393-7008
www.enhancednetworks.com

Support Service Agreement

Customer: **Village of Itasca**

Enhanced Networks Inc. Project: **0791555**

This agreement is made this _____, 2019 by and between Enhanced Networks, Inc. and Village of Itasca ("Customer"). By Accepting this agreement and subject to the terms and conditions of this Agreement, Enhanced Networks Inc. agrees to provide support services based on the services indicated below and in connection with Attachment A (Service Definitions), Attachment B (Hourly Rates Discounted Column), and Attachment C (Terms and Conditions)

Time Period and Payment

Start Date: **May 1, 2019**

End Date: **April 30, 2020**

This agreement is for one year starting May 1, 2019 ending April 30, 2020. This is a time and materials agreement where the Village of Itasca utilizes the sole IT services of Enhanced Networks, Inc. and is billed based upon the agreed discounted hourly rate structure. If the Village of Itasca utilizes IT services outside of Enhanced Networks, Inc. the standard hourly rate structure will apply. Carie Anne Ergo and Dan Corcoran will be the Village of Itasca contacts. All work performed for the Village of Itasca will be directed by these contacts. Site contacts are needed to keep labor tasks reduced as well as managed from the Village perspective. Any staff member other than one of the contacts listed above will need approval before Enhanced Networks, Inc. can proceed.

All labor will be tracked and billed accordingly to the service definition outlined in Attachment A and B. After each month a labor detail and invoice will be sent to a site contact which will describe (with comments) all work performed during the previous month.

Enhanced Networks, Inc. will **not** charge travel mileage expenses to the Village of Itasca. All other expenses (hardware, software, licensing, licensing renewals, etc.) will be handled separate from this agreement. Tom Theobald will be the primary contact and project manager from Enhanced Networks, Inc. for the duration of this contract unless mutual agreement for change is reached with Customer and Enhanced Networks, Inc.

Authorization

The undersigned hereby enter into the agreement as described herein:

Customer

Enhanced Networks, Inc.

Authorization By

Date

Authorization By

4-11-2019

Date

Attachment A - Service Definitions

Management Consulting

- Budget recommendation consulting,
 - Provide annual budget recommendation planning assistance.
- Project Management and Labor detail coordination.

Network Consulting

- WatchGuard or Cisco consulting, programming, or maintenance.
- VLAN Consulting, programming, or maintenance.
- Layer -3 Consulting, programming, or maintenance.

Database Consulting

- Microsoft Access or SQL database consulting, programming, or maintenance.
- Government specific application database consulting, programming, or maintenance.

Server Consulting

- VMware and Hyper-V consulting, programming, or maintenance.
- Active Directory consulting, programming, or maintenance.
- Server-side Application or Government Application specific consulting, programming, or maintenance.

Telecom Consulting

- Mitel Phone System assistance.
- Work with Village Preferred vendor TIG to troubleshoot or repair services.
- Handset or Voicemail assistance.

Desktop Consulting

- Microsoft Windows, Mac OS, and Google Chrome operating system consulting, programming, or maintenance.
- Hardware and software consulting, programming, or maintenance. This includes printers.
- Client-side application Consulting, programming, or maintenance.
- Government Vendor Specific application consulting, programming, or maintenance
- MSI, Arbitrator, MDC, etc.
- Browser consulting, programming, or maintenance
 - Chrome, IE11, Edge, Firefox, etc.

Reactive Support



Enhanced Networks, Inc.
25659 Hillview Court
Mundelein, IL 60060
(847) 393-7008

www.enhancednetworks.com

Provide as-needed urgent service as required to troubleshoot and maintain the Customer's Information Technology network and equipment. This service will be provided during Enhanced Network's Standard Hours for the length of this agreement. The Customer can elect to obtain urgent service outside of Standard Hours. Urgent service is available 24 hours a day 7 days a week. Enhanced Networks will offer the service at a rate of 1.5 hours charged per one hour spent from the Service Agreement. Enhanced Networks daytime number is 847.393.7008 and after-hours phone number is 815.451.9178. Enhanced Networks staff typically answers the phone during standard business hours. Enhanced Networks will return any phone calls for urgent service within 30 minutes from when a phone call is placed, and dispatch a staff member within two (2) hours if a site visit is required.

Proactive Support

Provide client contact with industry standard best practice recommendations to maintain a secure and productive network. This service will be provided to authorized Village contacts. Village contacts will be responsible for approval or denial of suggested best practice proactive maintenance consulting services.

Customer Responsibilities

1. The Customer is required to provide access to equipment that requires service. If access is not granted at the agreed upon time, Enhanced Networks has the right to charge the additional time spent due to lack of access based on the standard billing rate. This fee will be sent as a separate invoice from this Agreement.
2. The Customer is responsible for maintaining current with all software licensing, vendor support contracts and manufacturer warranties for equipment to be serviced.

Enhanced Networks Response Guarantee

Enhanced Network's guarantees that our staff will be available for service within the specified timeframe as described in the service definitions above. If Enhanced Network's fails to be available within the specified timeframe, Enhanced Network's will not charge the Customer labor for the initial consultation/visit.

Attachment B - Hourly Rates

Service Description	Standard Rate	Discounted Rate
Travel	\$ 100.00	\$ 85.00
Desktop Consulting	\$ 135.00	\$ 115.00
Telecom Consulting	\$ 135.00	\$ 115.00
Server Consulting	\$ 155.00	\$ 140.00
Database Consulting	\$ 165.00	\$ 150.00
Network Consulting	\$ 180.00	\$ 160.00
Management Consulting	\$ 190.00	\$ 170.00

Attachment C - Terms and Conditions

1. The submitted Support Services Agreement and Attachments A, B, & C constitute and are herein referred to as the Agreement.
2. Enhanced Networks Inc. is herein referred to as Enhanced Network's, and the party with whom Enhanced Network's is entering into this Agreement is herein referred to as CUSTOMER.
3. Enhanced Network's will submit requests for payment as indicated in the Support Services Agreement. Payments shall be due and owing by the CUSTOMER upon receipt of Enhanced Network's invoice for services. Payments to Enhanced Network's after (60) consecutive calendar days from the date of Enhanced Network's invoice for services shall include an additional late payment charge computed at an annual rate of three percent (3%) from date of Enhanced Network's invoice; and Enhanced Network's may, after giving fourteen (14) days written notice to the CUSTOMER, suspend services under this Agreement until Enhanced Network's has been paid in full all amounts due for services, expenses, and late payment charges.
4. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the CUSTOMER may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than thirty (30) calendar day's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, Enhanced Network's shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the CUSTOMER shall receive reproducible copies of Drawings, Custom Developed Applications and other documents completed by Enhanced Network's.
5. Enhanced Networks agrees to hold harmless and indemnify the CUSTOMER and each of its officers, agents and employees from any and all liability claims, losses, or damages, to the extent that such claims, losses, or damages are caused by Enhanced Network's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the CUSTOMER or other consultants, contractors or subcontractors working for the CUSTOMER, or their officers, agents and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of Enhanced Networks and the CUSTOMER they shall be borne by each party in proportion to its negligence.
6. The CUSTOMER acknowledges that Enhanced Network's is an S Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.
7. The CUSTOMER and Enhanced Network's agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.
8. For the duration of the contract, Enhanced Network's shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from Enhanced Network's negligence in the performance of services under this Agreement. The CUSTOMER shall be named as an additional insured on Enhanced Network's general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows: General Liability: \$1,000,000 per claim \$2,000,000 aggregate.
9. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Enhanced Network's and their officers, directors, employees, agents, and any of them, to the CUSTOMER and anyone claiming by, through or under the CUSTOMER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed or implied of Enhanced Network's or their officers, directors, employees, agents or any of them, hereafter referred to as the "CUSTOMER's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to Enhanced Network's by their insurers in settlement or satisfaction of CUSTOMER's Claims under the terms and conditions of Enhanced Network's' insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.
10. Enhanced Network's is responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Custom Developed Applications and other services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals. If the Customer considers that Enhanced Network's has not complied with this condition, then the Customer is required to notify Enhanced Network's in writing (or e-mail) of the specific service not in compliance, at which time Enhanced Network's will correct the issue or provide reasoning as to why the service is considered compliant.
11. Enhanced Network's is not responsible for any infringements to third party copyrights, patents, or trade secrets where the Customer has made amendments to the original documents associated with such copyrights, patents or trade secrets.
12. The CUSTOMER may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by Enhanced Network's. If such changes cause an increase or decrease in Enhanced Network's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by Enhanced Network's.
13. All Drawings, Custom Developed Applications, and other documents prepared or furnished by Enhanced Network's pursuant to this Agreement are instruments of service in respect to the project, and Enhanced Network's shall retain the right of reuse of said documents and electronic media by and at the discretion of Enhanced Network's whether or not the project is completed. Electronic copies of Enhanced Network's documents for information and reference in connection with the use and occupancy of the project by the CUSTOMER and others shall be delivered to and become the property of the CUSTOMER; however, Enhanced Network's documents are not intended or represented to be suitable for reuse by the CUSTOMER or others on additions or extensions of the project, or on any other project. Any such reuse without verification or adaptation by Enhanced Network's for the specific purpose intended will be at the CUSTOMER's sole risk and without liability or legal exposure to Enhanced Network's, and the CUSTOMER shall indemnify and hold harmless Enhanced Network's from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
14. Enhanced Network's will make good any defect due to improper materials or workmanship supplied by Enhanced Network's without expense to the Customer for one (1) year after the CUSTOMER's acceptance of the service. The warranty covers only defects in material and workmanship on products purchased and fully installed by Enhanced Network's and does not cover defects caused by improper use, abuse, accident, acts-of-God (including but not limited to lightning), alteration, or other conditions beyond Enhanced Network's control, as determined by Enhanced Network's.
15. Standard Hours are considered Monday - Friday 8:00 am to 5:00 pm, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Thursday and Friday, and Christmas Day. If a holiday falls on a Saturday, the preceding Friday shall be considered a holiday; if a holiday falls on a Sunday, the following Monday shall be considered a holiday.
16. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
17. Except in respect of payment liabilities, neither party will be liable for any failure of delay in its performance under this Agreement due to reasons beyond its reasonable control, including acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, governmental act or failure of the Internet, provided the delayed party gives the other party prompt notice of the reasons for such cause.
18. This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

RESOLUTION NO. 1121-19

A RESOLUTION AUTHORIZING A SUPPORT SERVICE AGREEMENT WITH ENHANCED NETWORKS, INC. FOR CONSULTING SERVICES TO MAINTAIN THE VILLAGE’S INFORMATION TECHNOLOGY NETWORK AND EQUIPMENT

WHEREAS, the Village of Itasca currently contracts with Enhanced Networks, Inc. (hereinafter “Enhanced”) for consulting services as-needed to troubleshoot and maintain the Village’s Information Technology (IT) network and equipment (Resolution 1064-18); and

WHEREAS, the Village is satisfied with the performance of Enhanced; and

WHEREAS, Enhanced has submitted a proposed support service agreement for May 1, 2019 to April 30, 2020, attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the corporate authorities of the Village of Itasca wish to accept Exhibit A, the Enhanced proposed support service agreement for May 1, 2019 to April 30, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Village President and the Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: The corporate authorities of the Village of Itasca hereby approve and accept Exhibit A, the Enhanced proposed support service agreement for May 1, 2019 to April 30, 2020.

SECTION TWO: The Village President, or his designee, is hereby authorized to execute Exhibit A, the Enhanced proposed support service agreement for May 1, 2019 to April 30, 2020, on behalf of the Village of Itasca.

SECTION THREE: SEVERABILITY. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FOUR: EFFECTIVE DATE. This Resolution shall be in effect immediately following its passage, approval, and publication in pamphlet form.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAIN: _____

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this ____ day of May, 2019.

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Jody Conidi