



ADMINISTRATION

31 West Quincy Street, Westmont, Illinois 60559

Tel: 630-981-6210 Fax: 630-604-1250
westmont.il.gov | administration@westmont.il.gov

PUBLIC NOTICE

**The VILLAGE OF WESTMONT
BOARD OF TRUSTEES AND LIBRARY BOARD OF TRUSTEES
Has scheduled a special meeting for
June 29, 2017
Westmont Village Hall - 31 West Quincy Street
6:00 p.m.**

A G E N D A

- I. CALL TO ORDER**
- II. ROLL CALL**
 - A. Village Board
 - B. Westmont Library Board
- III. PLEDGE OF ALLEGIANCE**
- IV. REPORTS**
 - A. Mayor Gunter
 - B. Board President Fichtel
 - C. Manager May
 - D. Library Director Coen
- V. OLD BUSINESS**
 - A. Village of Westmont / Westmont Library Relationship - Overview
- VI. NEW BUSINESS**
 - A. Intergovernmental Agreement - IT Services
 - B. Sister City Program - Update
- VII. MISC**
- VIII. ADJOURN**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WESTMONT AND
THE WESTMONT LIBRARY FOR INFORMATION TECHNOLOGY SERVICES**

This Intergovernmental Agreement ("Agreement"), is made and entered into this 1st day of July 2017 by and between the VILLAGE OF WESTMONT, an Illinois municipal corporation (hereinafter referred to as the "Village"), and the WESTMONT PUBLIC LIBRARY, a body politic and corporate (hereinafter referred to as "Library"):

Witnesseth:

WHEREAS, the Village and the Library wish to enter into an intergovernmental agreement ("IGA") wherein the Village agrees to perform Information Technology Services ("IT Services") for the Library; and

WHEREAS, the Village is willing to provide IT Services, in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), provide that local units of government may contract with one another to perform any activity authorized by law; and

WHEREAS, the Village and Library wish to agree with each other concerning the provision of IT Services by the Village for the Library.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. **Scope of Services:** Attached hereto as Exhibit "A.
2. **Limitations:** This Agreement is for IT Services. In the event that the Village makes errors in performing the IT Services required by this Agreement, the Village will work diligently to timely correct said errors.

3. **Time of Performance:** The individual IT Services of the Village are to commence upon written notice from the Library from time to time and shall be undertaken and completed by the Village in the sequence such requests are received as to assure their expeditious completion. To the extent practicable, the Village shall prioritize any emergency requests of the Library for IT Services over other pending requests.
4. **Compensation:** The Library will pay to the Village the amount of \$5,227.83 per month for services July 1, 2017 through April 30, 2018, and shall increase by 2.75% on May 1 of each of the following years, for so long as this Agreement remains in effect. Said amount shall constitute full and complete compensation for the Village's services as defined in this contract. Such sum shall be paid bi-monthly following the rendering of such services. In the event there is a renewal of this Agreement, said monetary compensation shall be renegotiable at the discretion of the Village or the Library.
5. **Compatibility:** Both parties recognize that for efficiency of service and network security, certain upgrades in equipment and programs will need to be undertaken by the Village and Library during the term of this Agreement or subsequent agreements. The Village agrees to inform the Library of necessary upgrades in as timely a fashion as possible. The Library understands that the Village may terminate this Agreement, pursuant to the terms of Paragraph 6, if the upgrades recommended by the Village are not funded or approved by the Library.
6. **Term; Cancellation:** The term of this Agreement shall be for a period of five (5) years commencing on July 1, 2017, and shall automatically renew every year unless sooner terminated. If either party wishes to terminate this Agreement they shall provide written notice to the other agency at least one year (365) days prior to the date of termination. In the event the Library elects to terminate without cause prior to the completion of the initial term, the Library will pay the Village an amount equal to \$1,700.00 multiplied by the number of full months between the date of termination and the initial term date. In the event that one party does not perform in accordance with the terms of the Agreement, the non-breaching party shall notify the other party in writing of the nature of the breach. The other party shall have thirty (30) days from the receipt of such notice to cure or otherwise eliminate such cause. If the other party does not remedy the breach, to the reasonable satisfaction of the non-breaching party, this Agreement shall terminate at the end of the thirty (30) day period.

7. **Indemnification:** The Library shall save and hold the Village harmless for any damages or injuries caused in the performance of this Agreement by the Village, its employees or agents, except for negligence or intentional wrongful acts by Village employees and agents. This Agreement shall not be construed as requiring the Library to indemnify the Village for the negligence of the Village or the Village's employees and agents. The Library shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent or wrongful acts of the Library, its employees, or its Subcontractors. This Agreement shall not limit either party's right to assert any governmental immunities or defenses in any claims against any party.
8. **Compliance:** All staff assigned by the Village shall comply with all applicable laws, regulations, orders, ordinances, codes and standards, including identification and procurement of required permits, certificates, approvals and inspections, insurance coverage (including workers' compensation), proper withholding and submission of social security and income taxes and any other laws, which subsequently become applicable to the Village or to Village employees, in performance under this Agreement.
9. **Insurance:** Both parties agree to carry cyber liability insurance.
10. **Confidentiality:** the Village agrees that it and its employees assigned to the Library will not disclose any information learned during the performance of this Agreement relating to the business of the Library that is confidential including, without limitation, all employee information, patron information, or any such data which is generally known to be confidential.
11. **Warranties:** The Village makes no representations or warranties, expressed or implied, regarding its performance under this Agreement, other than those expressly set forth in this Agreement.
12. **Notices:** All notice, required herein, shall be in writing and shall be served on the party or mailed by United States mail, postage prepaid as follows:

Westmont Public Library

Director

428 N. Cass Ave

Westmont, Illinois 60559

Village of Westmont

Village Manager

31 W. Quincy

Westmont, Illinois 60559

13. **Captions:** The captions used herein are for reference only and are not intended to define or limit the meaning of any paragraph.
14. **Severability:** If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, such contravention or invalidity will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.
15. **Jurisdiction:** This Agreement shall be governed by and construed according to the laws of the State of Illinois from time to time in effect. The venue shall be DuPage County.
16. **Assignment:** This Agreement or any part hereof shall not be transferred, conveyed or assigned by either party without the prior written consent of the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

VILLAGE OF WESTMONT

WESTMONT PUBLIC LIBRARY

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

SERVICE AGREEMENT

The Village agrees to provide the following resources:

- 1 - Information Technology Director
- 1 – Systems/Network Administrator
- 1 – Assistant Systems/Network Administrator
- 1 - Desktop Technician

- Unless otherwise agreed upon by the Village and the Library, all day to day support is to be accomplished on site Monday through Friday during regular business hours, typically between the hours of 7AM to 7PM local time, with the exception of Paid Time Off (PTO) & Village observed holidays. 24x7 emergency IT infrastructure support by the resource(s) defined above is provided at no extra charge. All additional tasks, projects and onsite personnel required outside the scope of this Agreement and this Exhibit will be billable on a per project basis.

- The agreement and service level response rates will be reviewed quarterly by both the Library Director and Westmont's IT Director. If the Library is not satisfied with the level of service, the Library Director will provide feedback and request changes to established service levels. The Village will process the input as appropriate and respond with the action taken. Either party can request a special review meeting at any point in the agreement.

- Periodic maintenance or upgrades will occur. The Village will notify the Library in advance of any one-time or regularly scheduled maintenance. Maintenance may be performed in-person or using remote administration tools.

The Village will review long-term services or tasks for specific projects with the Library.

Scope of Services

The following is considered in-scope:

A. Professional Services

- a. Strategic Oversight
 - i. Account Relationship Management
 - 1. Project/Milestone Timeline Management
 - 2. Staffing/Personnel Review
 - ii. Strategic Planning and Collaboration
 - 1. Industry Best Practices
 - 2. Technology Roadmap
 - 3. Industry Specific Expertise
 - iii. Account Management
 - 1. Network Administrator and Desktop Technician Management
 - 2. IT Purchasing Recommendations/Vendor Management
 - a. Project Requirements
 - b. Obtain Proposals

- c. Support Contract Management
 - d. Library Advocate
 - 3. Project management
 - a. Planning and Implementation
 - 4. Status Reporting
 - 5. Recurring On-Site Customer Communications
- iv. Professional Services
 - 1. IT Director Support
 - 2. Network Administrator Support
 - 3. Desktop Technician Support
 - 4. 24/7/365 Emergency Service Restoration

B. Run and Maintain Services

C. Network Infrastructure and Server Maintenance

- a. Manage Firewalls, Switches, Access Points and Routers
 - i. Operator Systems
 - ii. Firmware
 - iii. Patch Management
- b. Manage Servers
 - i. Operating Systems, i.e.: Windows
 - ii. Firmware
 - iii. Patch Management
- c. Standardize System Backups
- d. Hosted Solutions

D. Monitoring and Notifications

- a. Datacenter Environment
- b. Server infrastructure
- c. Network Infrastructure

E. Helpdesk Services

- a. 24/7 Online Helpdesk
 - i. Response Times by Ticket Priority
 - 1. Low: Respond in 2 days and resolve in 10 days*
 - 2. Medium: Respond in 1 day and resolve in 5 days*
 - 3. High: Respond in 4 hours and resolve in 2 days*
 - 4. Critical: Respond in 4 hours and resolve in 1 day*

*These numbers indicate the extreme resolution times for each level of ticket, provided that the resolution is under the Village's control.
 - ii. Definition of Ticket Priority
 - 1. LOW: Single issue affecting only one user
 - 2. MEDIUM: One user's computer or device is unusable
 - 3. HIGH: Multiple People have same issue with a major system
 - 4. CRITICAL: Entire Network is down affecting entire Village or Location
- b. Desktop Infrastructure Support
- c. User Administration
 - i. Add, Change and Delete Accounts

- ii. Security and Authentication
 - iii. Remote Access
- d. Mobile Devices
- e. Management of Ticketing Solution
- f. Inventory Management

F. Systems Documentation and Knowledge Management

- a. Account Services Manual
 - i. Management Escalation Communication Process
 - 1. Service Prioritization
 - ii. Infrastructure Documentation
 - 1. Diagrams
 - 2. Inventory
 - 3. Device Configurations
 - 4. How-To Documentation
 - 5. Backups and Recovery
 - a. Vendor and Support Information
 - iii. Reviews

Additional Resources

At the request of the Library the Village may contract for additional resources outside the scope of this agreement for the Library for non-project based short-term tasks. The Village will manage these tasks and supervise the additional resources as needed.

A. Projects Out of Scope

Any item not mentioned in above task list is considered to be out of scope.

- a. The Village will manage the hardware and software on the public computers but will not interface or provide customer service to the public.
- b. The Village will provide management of hardware and software covered in section C but the Library is responsible for purchasing and licensing of client software.
- c. The Library is responsible for purchasing hardware located in the library (switches, computers, etc.)
- d. The Library is responsible for purchasing and managing circulating and programming technology (mobile devices, 3D printer, tablets, hotspots, etc.)