AGENDA FOR THE REGULAR MEETING OF THE

TECHNOLOGY COMMITTEE

OF THE VILLAGE OF CAMPTON HILLS

April 18, 2024
7:00 pm
Village Hall – Campton Hills
40W270 LaFox Road, Suite B
Campton Hills, Il 60175

1. **Call to Order**

2. **Roll Call**

3. **Public Comments**

4. **Action Items**
   a. Motion to approve the minutes of the Regular Technology Committee meeting of March 21, 2024

   b. Motion to approve the minutes of the Regular Technology Committee meeting of April 4, 2024

5. **Discussion Items**
   a. Multi-Factor update after the April 10th attempt to setup.
      i. HHIT recommendation.

   b. Helping Hands IT Services in our contract, M365 Licensing counts
      i. Contract in packet

   c. New business

6. **Sub-Committee Reports**
   a. Infrastructure
   b. User interaction interviews

7. **Close Session**
   Motion that the committee go into closed session as permitted by the Open Meetings Acts (5 ILCS 120) to discuss the following matters:
   a. Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property**.**

8. Potential action related to Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property.

9. **Adjournment**

Gmail **Kim Muhr <kim.muhr@gmail.com>**

Mult-Factor Authentication

1 message

John Knepler <johnk@helpinghandit.com> Thu, Apr 11, 2024 at 12:03 PM
To: Mark Rooney <mrooney@camptonhills.illinois.gov>, Barbara Wojnicki <bwojnicki@camptonhills.illinois.gov>, Kim Muhr <kim.muhr@gmail.com>
Cc: Jake Kulpa <jkulpa@helpinghandpc.com>

Barb,

As a solution to being able to setup the multi-factor authentication for the Campton Hills email accounts without the need for users to install an app on their mobile devices, we can purchase and setup hardware keys for each user. To use the hardware keys, they would need to be plugged into a USB port on the computer to authenticate to the email server. The key should then be removed and kept in a safe place until prompted for authentication again. Each user would have to have their own individual hardware key that would be connected to their email account. If we are going to go this way for the MFA solution, we would also recommend having a few extra hardware keys on hand in the event a user breaks or looses their key in order to prevent loss of access to their email while a replacement key is on order.

If you would like to see firsthand how the hardware keys are used, we can setup a time for you to come into our office or for us to meet at the Village to run through a quick demonstration. . The cost for the keys would be $39.99 for each of the hardware keys. We would of course send an official quote once we know how many would need to be ordered for approval.

Please let me know if you have any questions.

Regards,

John Knepler VCA-DCV

Product Development Engineer

Helping Hand IT Services & Networking

630-940-1718

630-940-1720 (fax)

vmware CERTIFIED ASSOCIATE

Partner Program
Managed
Service
Provider

A RESOLUTION
ACCEPTING A PROPOSAL FROM
HELPING HAND I.T. SERVICES AND NETWORKING
FOR COMPLETE CARE SERVICES AGREEMENT

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS AS FOLLOWS:

Section 1. The Proposal from Helping Hand IT Services and Networking for Village Information Technology services, in words and figures as attached hereto as EXHIBIT A, shall be and hereby is approved in substantially the form attached, subject to changes which may be made by the Village President and approved by the Village Attorney.

Section 2. The Village Administrator shall be and is hereby authorized to execute any and all documents related to EXHIBIT A on behalf of the Village. The officials, officers and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution.

Section 3. This resolution shall take full force and effect upon its passage and approval as provided by law.

Passed this 16 day of July 2019 pursuant to a roll call vote as follows:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Darlene Bakk	✓			
Trustee Susan P. George	✓			
Trustee McKelvie	✓			
Trustee Mike Millette	✓			
Trustee Wendy K. White Eagle	✓			
President Mike Tyrrell	✓			

APPROVED this 16 day of July, 2019

Michael Tyrrell, Village President

(SEAL)

ATTEST: Lynn Baez

Lynn Baez, Village Clerk

Helping Hand IT Services and Networking

Complete Care Services Agreement

1. PARTIES

Helping Hand IT Services and Networking, Inc. (hereinafter called "HHIT") for good and valid consideration agrees with **The Village of Campton Hills,** (hereinafter called "Customer") to furnish and maintain certain computer-related services as provided in this Agreement. Both parties are entering into this agreement on **August 1, 2019.** This agreement expires and is subject to auto renewal annually on April 30th 2020 per item #15 section "B" of this document labeled "Defaults and Termination".

2. INTRODUCTION

WHEREAS, HHIT is in the business of managing computer and software systems;

WHEREAS, Customer desires that HHIT manage and support, for the particular use of the Customer, certain hardware and software programs to be used by the Customer and supplied to Customer from sources other than HHIT;

NOW, THEREFORE, in view of the covenants herein contained and the agreements hereunder taken, the parties hereto agree as follows:

3. DEFINITIONS

a. The term **"Technology System"** as used in this Agreement refers to the hardware and supported software owned by Customer which is used to operate the business. The hardware and supported software are specified in Exhibit A of this Agreement or any addendum hereto.
b. The term **"Supported Software"** as used in this Agreement refers to software owned by Customer as specified in Exhibit A of this Agreement or any addendum hereto.
c. The term **"computing device"** refers to any computer system that connects to the Technology System on a regular basis and performs a duty.
d. The term **"supported employee/system"** refers to a computing device that is used on a regular basis by one or more employees.
e. The term **"Service Agreement"** is defined as Total Information Technology Solution. Total, in this instance, is defined as managing from a remote location with quarterly on-site scheduled support based on a flat monthly rate, and emergency support available on demand based on a reduced hourly rate.
f. Telephony System is defined as the customer's telephone switch (PBX), telephone sets, and other telephony devices which allow for analog and digital voice communication.
g. VPN is defined as Virtual Private Network -- This allows a user to connect to the main Technology System via a remote PC and temporarily join this Technology System as a member, thus giving this remote PC access to services in the Technology System.
h. The term **"3rd Party Support Providers"** is defined as companies or entities that customer is currently in Agreement with or will be in Agreement with to provide other various support such as ERP, CRM, Telephony Systems, and/or ISP/Telephony Connection support. The list of customer's support choices shall be listed in Exhibit B.
i. The term **"other monthly support items"** is defined as items that are normally supported by other third-party vendors such as ERP, CRM, and Telephony systems. If customer requests, HHIT will additionally support these items in the same manner that it supports the Technology System. Fees for "other monthly support items" are determined on a case by case basis.
j. The term **"Uptime"** is defined as the amount of time the Technology System is functioning properly.
k. The term **"Field Medic Level Training"** is defined as basic training on standard office software in order to get the employee to a relatively proficient state of productivity.
l. The term **"Liaison"** means the customer's contact person with HHIT who will be responsible for the following tasks:
    - ☐ Changing back-up tapes, toner cartridges, etc.

- Discerning basic user or computer problems or to call HHIT for technical support. HHIT will train the Liaison to perform this responsibility.
- Performing other miscellaneous functions related to helping the Customer improve its' efficiency concerning computer systems.

m. The term "normal business hours" means the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding Holidays.

n. The term "after-business hours" means all hours performed after 5 p.m. and before 8 a.m. Monday through Friday, and all hours on Saturday, Sunday and Holidays.

4. PAYMENT

a) The first month's payment under this agreement is due upon signing. See Exhibit D for details.

b) Set Monthly Fee. Invoices shall be processed and mailed on or before the 1st of each month by HHIT. Payment for services rendered shall be **made by Customer in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).**

c) Optional services. As described in Exhibit C, optional services are available. These services may be purchased at the reduced rates as shown in Exhibit C. These services will be billed bi-monthly.

d) Hard Goods. Hard goods may be purchased by Customer from HHIT or directly by Customer. If hard goods are to be purchased directly by HHIT, payment is due before the goods are ordered.

e) Mileage. There is **NO CHARGE** for mileage to and from HHIT and Customer. Mileage charges are built into the set monthly fee.

f) Travel Time. This is **NO CHARGE** for travel time to and from HHIT and Customer. Travel time is built into the set monthly fee.

g) Interest. **Any late fees or interest for late payments by Customer will be assessed in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).** All invoices will be paid within 30-days of issue date.

5. TECHNOLOGY SYSTEM MANAGEMENT

The parties recognize that operating the Technology System requires regular supervision, maintenance, upgrades, training, and research. Customer therefore agrees to appoint HHIT as their I.T. Management Staff. Customer understands that following the advice and instructions of HHIT in regard to the Technology System is necessary in order to maintain its' integrity. HHIT does not have authority to make purchases of hardware or software for Customer unless approved by the Customer in advance.

HHIT agrees to provide a team of engineers and the CIO function to manage the Technology System. This team will manage this system in such a way that engineers will be proactively visiting customer on a regular basis. In addition, customer will have regularly scheduled technology planning meetings with the CIO.

6. RESPONSE TIMES AND SERVICE LEVEL AGREEMENT (SLA)

HHIT wishes to keep Customer's Technology System in peak operating performance. Therefore, HHIT will use all reasonable efforts to respond to customer problem tickets in the following manner:

a) Low Priority Ticket: Respond within 4 business hours; Resolve within 3 business days
b) Medium Priority Ticket: Respond within 2 hours; Resolve within 24 business hours
c) High Priority Ticket: Respond within 30 minutes; Resolve the problem within 8 hours

These resolution times assume that replacement equipment is either on hand at customer's site or can be ordered and received such that labor can be performed to meet the SLA. Further ticket priority levels will be determined by the HHIT Senior Technician or CIO.

7. CUSTOMER COOPERATION

Customer shall provide reasonable access to its premises and hardware installations to enable HHIT the

opportunity to maintain the Technology System. Customer also agrees to assign one employee to be Liaison or contact person to HHIT in order to make communications between both parties effective.

The assigned Liaisons will be: Village of Campton Hills **Phone: 630-584-5700**

Mr. Ron Searl	**Cell: 630-878-3058**
Mrs. Tracy Johnson	**Cell: 630-865-1167**
Chief Steve Millar	**Cell: 847-208-3400**

8. CONFIDENTIALITY

a. HHIT agrees to keep in confidence and not disclose to others the internal structure of Customer or its' marketing strategies, business processes, client information, personal information, documents, email, or any content whatsoever of Customer's electronic or paper documents.
b. Customer agrees to limit access to the Technology System to those employees or consultants who require such access in order to use the Technology System in furtherance of the Customer's business.
c. Customer shall take all reasonable precautions to maintain the confidentiality of the Technology System, but not less than that employed to protect its' own proprietary information.
d. HHIT agrees to finger printing and background checks for all appointed technical personnel, and will make all technical personnel aware of this confidentiality agreement

9. SERVICES PROVIDED

The following is a list of services provided as part of the monthly flat-rate fee for the Complete Care Services Agreement:

a) Chief Information Officer (CIO)

1) HHIT will appoint a member of its staff to be Customer's CIO.
2) Customer's CIO will be available when needed to advise, recommend, and direct the I.T. issues Customer faces.
3) Customer may e-mail CIO to ask advice regarding Customer's "Technology System".
4) CIO will perform periodic on-site meetings with the Customer
5) At Customer's request, CIO can physically meet with, or have a teleconference-meeting with Customer's management or outside vendors, to determine the best way to handle technical decisions (i.e. Corporate Usage Policy, Employee Training, Accounting Systems, CRM Applications, Bar-coding systems, Telephone Service Providers, Telephone Systems, etc).

b) Needs Assessment and Inventory Services

1) Initially, HHIT will create a thorough inventory of all computer and computer-related equipment and all software owned by Customer and determine whether it is currently being used or not.
2) Once HHIT establishes a good understanding of exactly what Customer does and who within Customer is responsible for each function. HHIT will determine what needs to be done to improve efficiency and reduce costs.
3) HHIT will assess Customer's goals and based upon Customer's hardware and software (including hardware and software Customer intends to procure), HHIT will make recommendations to Customer to improve, enhance, and/or better utilize the Technology System in order to benefit Customer overall.

c) Research and Screening Services

1) HHIT will constantly search for new and better ways for businesses to do business and receive profit. HHIT will share its research with Customer to allow Customer to make

informed decisions to improve its success.

2) In addition to HHIT's continual research, Customer may request that HHIT research a particular facet of a technology solution such as a new device, or software application. HHIT will research this new technology and report to Customer with its findings.
3) HHIT will be available to help Customer perform screening of such providers and resellers Customer wishes to contact. If the provider/reseller proves the importance of a meeting with Customer, then HHIT may arrange such a meeting and attend as well. After the meeting HHIT is available to debrief with Customer and to give its opinion of the technology and service to be provided.

d) Design and Planning Services

1) If Customer does not have a Technology System or is planning a major upgrade to the existing Technology System, HHIT will plan and design the Technology System or changes to it for Customer. This Technology System may include LANs, WANs, VPNs, and even off-site resources in addition to standard hardware and software on site.
2) If Customer already has an existing Technology System, HHIT will determine the best use of the Technology System and make recommendations. Recommendations will pertain to creating the best layout of the Technology System and to incorporate the most efficient use of resources.
3) Planning also includes Server Room layout, if available, directory service design, backup procedures, disaster recovery measures, security measures, antivirus measures and passwords to different levels of information, Internet and Intranet concerns, and remote access and VPN capabilities.
4) HHIT will help Customer through management meetings and the like, plan major upgrades to the Technology System including ERP, CRM solutions etc.

e) Installation and Upgrade Services

1) If there is an installation or major upgrade to the Technology System and the design and layout has been planned and approved by Customer, HHIT will, at the Customer's convenience, perform the installations and upgrades. In most cases, HHIT will try to schedule this work during normal business hours however, after-business-hours and weekends are also available at **AN EXTRA CHARGE** to Customer. Normal Business hours are defined as Monday through Friday 8am to 5pm. So long as the installation or major upgrade takes place during normal business hours, the installation or major upgrade is included as part of the monthly flat rate fee. However, if installation or major upgrade takes place during after-business hours, the work will be billed at the normal after-business hours' rates.

2) In some cases, it may be better for Customer to have a third party install or upgrade a piece of the Technology System. However, HHIT will be available to oversee and literally watch the third party install or upgrade its piece to prevent the third party from making mistakes and damaging the Technology System. After which time HHIT will generate a report to the Customer on behalf of the Customer to explain the success and/or failure of the operation.

f) Remote Help Desk Services

1. HHIT provides full time system engineers on staff who have visited the Customer's site(s) and know Customer's Technology System. These engineers are available by telephone, facsimile, and electronic messaging during normal business hours to answer questions from Customer's employee base.
2. In addition to traditional support, HHIT will setup the ability to connect to the employee's Windows™ based system and remotely help/train the employee with their current task.
3. HHIT reserves the right to notify Customer's management team that a particular

employee may need professional training in the event that the employee is not capable of doing what they have been hired to do using technology.

g) On Site Support Services

1) HHIT will assume the responsibilities of making the Technology System as efficient as fiscally possible by the Customer. HHIT will provide support **twenty-four hours a day, seven days a week.** Customer will receive a mobile number as well as a technical support electronic address to use to send requests for support to HHIT. HHIT will respond as fast as possible to support Customer.
2) An HHIT engineer will visit Customer's main site on a scheduled basis. The engineer will be engaged in management meetings, planning sessions, and will perform routine maintenance of the Technology System. In addition, the engineer will perform a walk through to make sure that each and every knowledge worker who uses the Technology System is able to work efficiently. If there are problems, the engineer will assess the degree of the problem and either perform an onsite fix, have a Remote Support Engineer contact the employee as soon as possible, or take measures to resolve the problem themselves by bringing in extra support, etc.

3) The HHIT engineer will also perform Disaster Recovery measures. The engineer will train the Customer's Liaison to recognize messages from Remote Off-Site Back-Up software. Success or failure notices of backups will be emailed to the Customer's Liaison and to HHIT. The responsibility for maintaining error-free backups of customer data is shared jointly by Customer and HHIT. In the event Customer's Liaison sees backup failure notices, that information should be brought to the attention of HHIT engineers. The software licensing keys required for restoration of backed up data are held solely by Customer.

h) Technology System Monitoring Services

1) HHIT will monitor the Technology System for such problems as virus infection, internal and external security breaches, low system resources, improper employee usage, system failures etc.
2) HHIT will help Customer management by discreetly supervising employee's use of the Internet and other services that are connected to the Technology System such as printing for personal use etc.
3) If the Technology System fails, is breached or is infected, HHIT will dispatch support elements to try to repair, clean, or shutdown the problem.
4) HHIT monitors the usage of the Technology System's capabilities. If the capabilities are getting close to being used at full capacity, HHIT will make recommendations to Customer.

Devices monitored
The following metrics will be measured on each covered device:

Metric	Alert Threshold
Processor utilization	> 90% for 15 minutes
Disk space (system)	< 2.0 GB
Disk space (data)	< 10%
Memory utilization	> 80%
Event Log	Critical event

i) Maintenance

HHIT agrees to provide labor for quarterly maintenance services to attempt to correct any error reported by Customer and determined by HHIT, in its' sole discretion, to be in the Technology System for the term of this Agreement. Such services shall be provided in an expeditious manner possible and at no additional cost to the Customer.

General maintenance shall include but is not limited to:
Maintenance of your network file server(s): Performed by **HHIT**

- Installation of relevant hot fixes, service packs, updates, etc.
- Checking event logs for potential problems and taking corrective action
- Verifying adequate memory utilization
- Verifying acceptable process utilization
- Verifying adequate hard drive space
- Verifying battery backup systems attached to server(s) are functioning properly
- Verification of RAID array health and status
- Verifying proper startup of network services

Maintenance of your network workstations: Performed by **HHIT**

- Installation of relevant hot fixes, service packs, updates, etc.
- Checking event logs for potential problems and taking corrective action
- Verifying adequate memory utilization
- Verifying acceptable process utilization
- Verifying adequate hard drive space
- Discovery and elimination of "spyware"

Maintenance of your network firewall: Performed by **HHIT**

- Verification that firewall hot fixes/firmware updates are installed
- Verification that your system is less subject to access by unauthorized Internet users or hackers

Maintenance of your anti-virus system: Performed by **HHIT**

- Verifying that your anti-virus definitions are updating properly
- Verifying that your anti-virus is working properly
- Applying any necessary hot fixes, service packs, or software updates as they are released

Maintenance of your Backup System: Performed by **HHIT**

- Monitoring and maintenance of your backup system to verify that backup jobs have completed successfully
- Performing "sample restores" to ensure that data is recoverable

10. CUSTOMER SITE REQUIREMENTS

Customer agrees to provide HHIT with regular and necessary infrastructure services required to provide the managed services described in this agreement. These include but are not limited to, network and internet connectivity, adequate hardware, adequate power, and remote access to covered devices. Remote access to these "covered" systems includes having access to the Management Console and the Remote Access Card on all servers included in this agreement.

Customer Requirements:

High-speed (broadband or equivalent) internet access, Anti-virus software and signature update subscription, Hardware redundancy, Software license compliance, Hardware warranties, Managed switches, Offsite backup, Imaging of desktops and servers, Basic network documentation, Spam

filtering system or service.

11. NETWORK DOCUMENTATION

HHIT agrees to provide and maintain network documentation for Customer for the time period stated in this contract. Upon termination of this agreement, HHIT shall release all relevant documentation immediately to the Customer.

Network documentation shall include but is not limited to:

1. Periodic asset inventory collection
2. Network map
3. Configuration
4. Administrative access methods
5. All credentials
6. Software licenses
7. Internet Service Provider information
8. Company contact information

12. SOFTWARE UPDATE RELEASE SCHEDULE

HHIT defines 5 levels of criticality for software updates and patches, as follows:
A **Remote Function Call** (RFC) is the call or remote execution of a Remote Function Module in an external system. Such as if we worked on one of your computers remotely from our office to update software or fix an issue on the computer.

Critical:	An update that resolves security vulnerability whose exploitation could allow propagation of a worm or virus without user action. HHIT will test and approve or disapprove updates within 3 business days following notification of availability. Once approved, HHIT will initiate the deployment process as defined above in the RFC (Remote Function Call) process.
Important:	An update that resolves security vulnerability whose exploitation could result in compromise of the confidentiality, integrity, or availability of Client's data, or of the integrity or availability of covered devices or services. An update that resolves a major functionality flaw or results in dramatically improved performance of the software. HHIT will test and approve or disapprove updates within 10 business days following notification of availability. Once approved, HHIT will initiate the deployment process as defined above in the RFC (Remote Function Call) process.
Moderate and Low:	An update that resolves a security vulnerability whose exploitation can be mitigated to a significant degree by factors such as default configuration or auditing, or whose exploitation is extremely difficult or

whose impact is minimal. An update that resolves a minor functionality flaw or results in marginally improved performance of the software.

HHIT will test and approve or disapprove updates within 30 calendar days following notification of availability. Once approved, HHIT will initiate the deployment process as defined above in the RFC (Remote Function Call) process.

Service release: An update that adds major functionality to a software product or changes its functionality, or a bundled package of updates accumulated over the course of several months or years. Typically referred to as a service pack, service release, maintenance release, or functionality release, and identified by a change in the minor version number (ie. Adobe Photoshop 6.0 to 6.1). Typically released by the vendor at no cost.

HHIT will test and approve or disapprove the service release within 6 calendar months following notification of availability. Once approved, HHIT will initiate the deployment process as defined above in the RFC (Remote Function Call) process.

Major revision: A major functionality upgrade identified by the vendor as a new version of the product, and which typically requires payment or maintenance contract to obtain. Typically identified by a change in the major version number (ie. Microsoft Windows 2000 to Microsoft Windows 2003).

HHIT will test and approve or disapprove the major revision within 12 calendar months following notification of availability. Once approved, HHIT will submit a change request and will work with Client to determine any required architecture or functionality changes and define the implementation schedule.

Other updates:

Driver updates, BIOS upgrades, firmware updates, and other update types not mentioned specifically elsewhere in this document, are installed only in the event that they are known or expected to resolve an open service request, if they are known or expected to resolve a critical security flaw in the current configuration, or if they are a prerequisite for a patch or other update being applied.

13. WARRANTIES AND DISCLAIMERS

WITH RESPECT TO THE SERVICES AND PRODUCTS PROVIDED TO CUSTOMER HEREUNDER, HHIT DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED AND STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. THIS WAIVER DOES NOT APPLY TO ANY WARRANTIES PROVIDED BY THE MANUFACTURER OF EACH PRODUCT USED IN CUSTOMER'S TECHNOLOGY SYSTEM. Helping Hand 14-day Service warranty applies to all services we performed. See additional documentation.

MO
---------- (Customer Initials!)

14. LIMITATION OF LIABILITY AND REMEDIES

UNDER NO CIRCUMSTANCES SHALL HHIT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR LOSS RESULTING FROM BUSINESS DISRUPTION DUE TO FAULTY EQUIPMENT, EVEN IF HHIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS THE DAMAGES ARE SPECIFICALLY AND SOLELY ATTRIBUTED TO HHIT's NEGLIGENCE OR THAT OF ITS AGENTS OR

EMPLOYEES.

THE STATED WARRANTIES AND THE COMMITMENTS SET FORTH HEREIN ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF HHIT FOR DAMAGES OR OTHER RELIEF, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT IN ANY WAY ARISE OUT OF OR IN CONNECTION WITH THE USE AND/OR THE PERFORMANCE OF ANY SOFTWARE. **Please see our E&O Insurance attached.**

15. DEFAULTS AND TERMINATION

A. Events resulting in Material Default
   1. HHIT shall be in material default under this Agreement if any of the following occur:
      (a) HHIT becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects the affairs or property of HHIT;
      (b) HHIT is the subject of a petition or involuntary bankruptcy and such petition is not removed within ninety (90) days;
      (c) HHIT fails to materially perform or comply with the terms and conditions of this Agreement. This paragraph notwithstanding, Customer may terminate this contract for any reason with 90 days written notice.

   2. Customer shall be in material default under this Agreement if any of the following occurs:
      (a) Customer fails to make payment of any undisputed invoice within thirty (30) calendar days after it is rendered;
      (b) Customer fails to materially perform or comply with the terms and conditions of the Agreement.

B. The initial term of this Agreement will be from August 1st 2019 through April 30th 2020 with an automatic annual renewal there-after and subject to inflationary increases. The renewal process will begin stating on May 1st 2020. HHIT will notify the customer of any inflationary increases by February 1st of each year allowing the village time to incorporate those increases into their budget. All inflationary increases will take effect on May 1st of each calendar year along with the renewal of this care program.

C. Termination of Notice. The party not in material default may terminate this Agreement by written notice to the other party if the other party has failed to cure a material default under this Agreement within ninety (90) days after receiving written notice specifically stating forth such material default. Upon termination, the terminating party shall have all rights under the Uniform Commercial Code or otherwise, whether at law or in equity, that may be available to it. The election of one remedy shall not exclude the election of another.

16. GOVERNING LAW

This Agreement shall be governed by and construed to be in accordance with the laws of the State of Illinois

17. ASSIGNMENTS

Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by either party, except to any corporation controlled by or under common control with the assigning party, or in connection with the acquisition of, or the sale of substantially all of, the assets of the business to which this Agreement pertains.

18. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19. FORCE MAJEURE

HHIT shall not be in default under this Agreement because of any failure to perform in accordance with its terms and conditions if such failure arises from causes beyond its control, including, but not restricted to, acts of God, acts of government, fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers, or any and all causes beyond control of HHIT.

20. MODIFICATIONS

This Agreement represents the full and complete agreement between the parties and may only be modified by a written Agreement duly signed by authorized representatives of HHIT and Customer. Variances from or in addition to the terms and conditions of this Agreement in any order or other writing from the Customer will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, HHIT and Customer covenanted and agreed not to enter into any oral agreement or understanding inconsistent or in conflict with this Agreement; and HHIT and Customer further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.

21. NOTICES

Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to who directed at the address of such party stated below:

Helping Hand IT Services and Networking
40w270 LaFox Road Suite-A
Campton Hills, IL 60175

Customer: **The Village of Campton Hills (Main Location)**
The Village of Campton Hills Police (Main Location)
40W270 LaFox Road (Suite-B)
Campton Hills, IL 60175

22. VENUES AND JURISDICTION

Customer hereby (i) agrees that any litigation, action or proceeding arising out of or relating to this Agreement be instituted in the Sixteenth Judicial Circuity, Kane County, Illinois. (ii) waives any objection which it might have now or hereafter to venue of any such litigation, action or proceeding, (iii) irrevocably submits' to the jurisdiction of any court in such litigation, action or proceeding, and (iv) hereby waives any claim or defense to inconvenient forum.

23. EXECUTION OF AGREEMENT

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same original. The person executing this Agreement on behalf of Customer agrees and verifies they have authority to enter into this agreement on behalf of Customer. If the person executing this Agreement on behalf of Customer lacks the authority to enter into this Agreement on behalf of Customer, the person executing this Agreement shall be personally liable for all amounts due and owing to HHIT under this Agreement.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior contemporaneous written or oral agreements and representations between the parties with respect thereto. This Agreement shall not be deemed to extinguish or mitigate any payments, which are owed to HHIT by Customer pursuant to the terms of any previous or other existing

agreements between HHIT and Customer. Customer acknowledges that it has read this Agreement, understands it and agrees to be bound by its' terms and conditions.

25. COLLECTION

"In any legal or equitable proceeding to determine the rights of the Parties to enforce or restrain the breach of this Agreement, the losing party or parties, as determined by the court, hearing officer, other tribunal, or arbiter utilized for this purpose, shall pay the reasonable attorneys' fees, legal costs and expenses of the prevailing Party.").

26. CAPTIONS AND HEADINGS

The captions and headings are inserted in this Agreement for convenience only, and in no event be deemed to define, limit or describe the scope or intent of this Agreement, or of any provision hereof, nor in any way affect the interpretation of this Agreement.

Helping Hand IT Services and Networking

EXECUTION

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 1st, **day of August 2019.**

CUSTOMER: The Village of Campton Hills

Signature: _____

Printed Name: MICHAEL R. TYRRELL

Title: VILLAGE PRESIDENT

Date: 7/16/2019

Helping Hand IT Services and Networking

Signature: _____

Printed Name: David B. Esbo

Title: PRESIDENT

Date: 7-16-19

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: David Broz	
Railside Citrus Insurance Agency, Inc 800 W 5th Ave, Suite 108b Naperville IL 60563	PHONE (A/C, No, Ext): 630-377-0700	FAX (A/C, No):
	E-MAIL ADDRESS: david.broz@railsidecitrus.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A : TRAVELERS CAS INS CO OF AMER	19046
Helping Hand PC Services & Networking, Inc. 40W270 Lafox Rd Saint Charles IL 60175	INSURER B : ROCKFORD MUT INS CO	27065
	INSURER C : THE TRAVELERS INDEMNITY CO	25658
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			680-1J934350-18-42	03/01/2019	03/01/2020	EACH OCCURRENCE	$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300000
							MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 2000000
							PRODUCTS - COMP/OP AGG	$ 2000000
								$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / X SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA000046995-004	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$ 5000
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE X DED / RETENTION $ 5000.00			CUP-2J738293-18-42	03/01/2019	03/01/2020	EACH OCCURRENCE	$ 1000000
							AGGREGATE	$ 1000000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions			680-1J934350-18-42	03/01/2019	03/01/2020	Each Act	1000000
							Aggregate	1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When required by a written contract between the named insured and the certificate holder, The Village of Campton Hills is provided with additional insured status on the General Liability policy.

CERTIFICATE HOLDER

Village of Campton Hills
40W270 LaFox Rd STE B
Campton Hills, IL 60175

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Broz

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Helping Hand IT Services and Networking

EXHIBIT A

The "Technology System" as described in this Agreement consists of software and hardware items:

Per asset management sheet as of August 1st, 2019. (Reference EXHIBIT A)

Helping Hand IT Services and Networking

EXHIBIT B

Customer 3rd Party Support Providers

Telephony Systems Support Provider: (i.e.: PBX Switch reseller)

Name: First Comm

Contact Name: Patrick Cupp

Contact Number: 630-418-1214

Telephony Connection Support Provider:

Name: First Comm

Contact Name: Patrick Cupp

Contact Number: 630-418-1214

Internet Service & Support Provider:

Name: Comcast

Contact Name: None

Contact Number: In wiki article at HHIT

Webhosting Service Provider:

Name: TBD

Contact Name:

Contact Number:

ERP (Enterprise Resource Planning) System Support Provider:

Name: TBD

Contact Name:

Contact Number:

CRM (Customer Relationship Management) System Support:

Name: TBD

Contact Name:

Contact Number:

Helping Hand IT Services and Networking

EXHIBIT C

Optional Services Include:

Wire Drop Installation – Install Network Wiring and Telephone Wiring into a building. General pricing is approximately $150 per cable drop. Cable drops are from one location to another in the same building which are terminated by termination devices and faceplates. Estimates are provided per client request.

Custom Programming and Solution Development: - HHIT offers custom solutions development to create an enhancement or piece of software that a customer may use to help them better pursue their business. Some examples of how you might benefit from these services include:
*Writing connector software that can pull data out of one HHIT system and translate it into another system.
*Custom database applications
*Custom Web Applications
*Custom Reporting from ERP and CRM applications

Optional Service Rates:

- HHIT Normal Business Hours (NBH): Monday to Friday, 8 AM to 5 PM
- HHIT After Hours (AH): Monday to Friday, after 5 PM, All Day Saturday and Sunday All Holidays
- Rates: NBH Reduced rates as listed below
  - AH Monday to Friday, after 5 PM are billed at 150% of reduced rates listed below
  - o Saturday, Sunday and Holidays are billed at 200% of reduced rates listed below.
  - o
- Minimums: All work outside of NBH has a two-hour minimum

Complete Care client reduced hourly rates:

1.	Server onsite rate	$140.00 per hour
2.	Server In-shop or remote rate	$120.00 per hour
3.	Workstation onsite rate	$110.00 per hour
4.	Workstation remote rate	$110.00 per hour
5.	Workstation In-shop rate	$90.00 per hour
6.	Website rate	$95.00 per hour
7.	Website consultation	$75.00 per hour
8.	Cabling services	$105.00 per hour
9.	Prepping of new computers	$90.00 per hour
10.	Messenger services:	Invoice per requirement.

Following items are not covered under this Complete Care contract. Any items that include the word "NEW" such as new parts or new equipment are not covered under this agreement. Examples would be "A New Computer, or a New Hard Drive. Rates available upon request, and ongoing services can be added to your monthly Complete Care contract.

1. Website design
2. Website development
3. Website branding
4. Cell phone services
5. Messenger services
6. RMA shipping services
7. Webhosting services
8. Cabling or Telephone services

Helping Hand IT Services and Networking

EXHIBIT C EXTENDED

TRAINING SERVICES

These items will be invoiced at a reduced hourly rate:

- HHIT will provide "Field Medic Level" training to Customer's employees on the industry standard software and hardware that Customer employs in its Technology System.
- HHIT will train the Customer's Liaison as to how to perform their basic duties such as reading offsite backup status reports, changing printer toner etc.
- HHIT will train the Customer's employee staff to have a better understanding of Customer's Technology System acceptable usage policy.
- HHIT will train Customer's employee staff how to better cope with newer technologies that are being inserted into the Technology System such as Internet access, electronic messaging, etc.

Helping Hand IT Services and Networking

EXHIBIT D

Initial fee calculation:

Monthly Onsite/Remote Maintenance Service

Per asset management sheet as of August 1st, 2019. (Reference EXHIBIT A)

MS 7/16/2019

Customer Initials Date

Customer Initials Date

Customer Initials Date

SERVICE AGREEMENT Monthly fee calculation

Monthly Maintenance Service Program Products include the following:
Per estimate #12269

1) MalwareBytes Workstations
2) MalwareBytes Server
3) Monitoring, Anti-Virus Protection Workstations
4) Monitoring, Anti-Virus Protection Server
5) Veeam Backup Software Server
6) Microsoft Hosted Exchange Plan #1 & Plan #2 Licenses
7) Microsoft Office 365 Business Licenses
8) SonicWall Renewals

Total Monthly Cost: $1,192.66

Customer agrees to pay the amount above of this exhibit monthly. This exhibit will be amended on a month by month basis as the Customer grows or shrinks in size or adds additional services. Example: Computers, switches, routers, larger offsite backup. By your initials below we will increase or decrease your monthly costs. Email notification will confirm your cost changes.

MS 7/16/2019

Customer Initials Date

Customer Initials Date

Customer Initials Date

Exhibit A
Asset Management Sheet

Type	Client	Site	Device	Device New Name	Description	Service Tag	Ship Date	Expiration Date	OS	Memory	Processor	Hard Drive	Notes
Workstation	Village of Campton Hills (Care 1)	Police	CAH208	VCH16011	Getac S410 Laptop	RJ803S0105	9/18/2018	9/18/2023	Windows 10	8MB	i5-6200U 2.30GHz	500GB / HDD /SATA	
Workstation	Village of Campton Hills (Care 1)	Police	CAH209	VCH 16012	Getac S410 Laptop	RJ803S0108	9/18/2018	9/18/2023	Windows 10	8MB	i5-6200U 2.30GHz	500GB / HDD /SATA	
Workstation	Village of Campton Hills (Care 1)	Police	CAH210	VCH 16014	Getac S410 Laptop	RJ803S0107	9/18/2018	9/18/2023	Windows 10	8MB	i5-6200U 2.30GHz	500GB / HDD /SATA	
Workstation	Village of Campton Hills (Care 1)	Police	CAH211	VCH 16013	Getac S410 Laptop	RJ803S0106	9/18/2018	9/18/2023	Windows 10	8MB	i5-6200U 2.30GHz	500GB / HDD /SATA	
Workstation	Village of Campton Hills (Care 1)	Police	CHPD-2	Desk Top	Kane County	MXL4122GYK	3/26/2014	4/19/2017	Windows 7	8MB	i3-4330 3.50GHz	1TB / HDD / SATA	(Borderline) about upgrading. Due to the age and Process speed I would recommend replacing this computer
Workstation	Village of Campton Hills (Care 1)	Police	LATITUDEE5470-1	VCH 006	Police Chief, Steve Millar	DZGKGC2	7/20/2016	7/21/2018	Windows 7	4MB	i5-6200U 2.30GHz	500GB / SSD / SATA	**Estimate #9909 Win 10 DownGrade to 7 OK To Upgrade**
Workstation	Village of Campton Hills (Care 1)	Village	CAH207	Used By Village	Occ used by Administrator	RE539S0481	7/16/2014	7/16/2017	Windows 7	4MB	i5-3320M 2.60GHz	500GB / HDD /SATA	Do Not Upgrade
Workstation	Village of Campton Hills (Care 1)	Village	OPTIPLEX3040-1	Administrative Assistant	Administrative Assistant	3DL7TD2	26-Oct-16	27-Oct-19	Windows 7	8MB	i5 / 3.20GHz	500GB SCSI	Have License already - Reload
Workstation	Village of Campton Hills (Care 1)	Village	OPTIPLEX3050-1	Treasurer	Treasurer	3JMJCH2	14-Feb-17	15-Feb-20	Windows 7	8MB	i5 / 3.20GHz	500GB SCSI	Have License already - Reload
Workstation	Village of Campton Hills (Care 1)	Village	PAVILIONP6380-1	Administrative Clerk	Administrative Clerk	MXV006029Y	11-Feb-10	Expired	Windows 7	8MB	2 Quad 2.50GHz	512 GB SSD	**Replace Computer**
Workstation	Village of Campton Hills (Care 1)	Village	VCHPD-04	Building & Zoning	Building & Zoning	MXV94S06MN	16-Nov-09	Expired	Windows 7	6MB	Core 2 Quad 2.50GH	600 GB SCSI	**Replace Computer**
Workstation	Village of Campton Hills (Care 1)	Village	VILLAGEADMIN	Village Administrator	Village Administrator	2CE34113R7	16-Oct-13	Expired	Windows 7	8MB	i5-3340M / 2.70GHz	500GB / Sata	OK To Upgrade

Optional New Puchase

Server	Village of Campton Hills (Care 1)	Village	VCH-DC1		VCH-DC1 Dell Inc. PowerEdge T430	776DKB2	7-Jul-16	8-Jul-21	MS Windows Server Standard	32MB	XEON / 2.6 GHz	174.99GB SCSI	