

**AGREEMENT #20008 FOR PROFESSIONAL SERVICES
For LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County (“County”) and Data Transfer Solutions, LLC (“Consultant”), 3680 Avalon Park Blvd. E., Suite 200, Orlando, FL 32828

RECITALS

WHEREAS, Lake County is seeking a Consultant to provide a Computerized Maintenance Management System for Lake County Public Works as noted in the Consultant’s proposal dated December 1, 2020, (“Services”); and

WHEREAS, Consultant has the professional expertise and credentials to provide these Services and has agreed to assume responsibility for this Agreement.

NOW, THEREFORE, Lake County and Consultant agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The Agreement Documents that constitute the entire Agreement between Lake County and Consultant are in order of precedence:

- A. This Agreement and all exhibits thereto and,
- B. Terms and Conditions identified in RFP #20008 – Computerized Maintenance Management System for Lake County Public Works as Exhibit A
- C. Contractor’s RFP response to RFP #20008 proposal dated December 1, 2020 and all exhibits thereto identified within as Exhibit B, and specifically excluding the sample License Agreement and sample Addendum Service Level Agreement Hosted Services.
- D. Contractor’s response to Lake County’s list of clarification questions dated February 25, 2021 identified within as Exhibit C, including the Project Schedule and specifically excluding the sample Addendum Service Level Agreement Hosted Services.

SECTION 2. SCOPE OF SERVICES

The County requested proposals for a Computer Maintenance Management System “CMMS” software solution built specifically for use in the water/wastewater industry. Data Transfer Solutions, LLC has submitted their proposal and provided the County with a demonstration of VUEworks software. The County plans to obtain licensing of VUEworks software modules for use as a CMMS solution.

Work areas included in scope:

The new CMMS system will be used for management and maintenance of all assets in Public Works, including, but not limited to:

- 13 Water Systems (305 miles of pipe, 10 Reservoirs, 8 Water Towers, 2 Delivery Structures, 31 Wells)
- 8 Sewer Systems (388 miles of pipe, 101 Lift Stations, 5 Pump Stations)
- 3 Water Reclamation Facilities (Mill Creek WRF, Des Plaines WRF, Vernon Hills WRF)

The purpose of this agreement is to lay out the expectations the County has of the Consultant.

- Lake County expects the software will have the functionality and configurability to meet the needs of the SOFTWARE CORE FUNCTIONALITY REQUIREMENTS as referenced in the RFP and detailed below.
- The Software must be capable of interfacing with the Oracle I-procurement module for asset procurement and data sharing with the CMMS.
- Lake County will expect the Consultant to host the software and all Lake County data on their secure servers which are protected from unauthorized access, in which data is backed up daily for recovery.
- The Consultant servers will provide adequate storage space with access available to all account logins.
- There will be no limit as to how many users can be online at the same time. (i.e., 52 licenses = 52 users on the system)
- Life Cycle Manager will be the software administrator and can create new users and change/reset passwords for existing users.
- The Consultant will provide Lake County with a project management team to oversee the configuration, implementation, and training on the proposed system. Project status meetings will be held bi-weekly and as requested by Lake County during both implementation and roll-out.
- Workshops should be held initially and as needed for consultation and collaboration with department staff. This will allow the consultant to gain a robust understanding of Lake County Public Works and its workflows.
- Training and documentation shall be provided for Lake County employees that will utilize the system. Training and setup should also be included for the mobile app. Different levels of users will require different amounts of training. The consultant should also provide digital user guides as well as technical user guides for administration.
- Testing of the system will allow Lake County to test the configuration based on test cases consisting of Lake County business scenarios and integration tasks to make sure the configuration meets Lake County's needs.
- Following installation, the consultant will provide continuing support and software maintenance. Support will include licenses for users on a continuing basis, customer support and troubleshooting, as well as notification and installation of software upgrades/versions. If further training is needed to learn about updates, or other changes to the program, the consultant will provide this training.
- Lake County data is always Lake County's data and Lake County can create backups as often as needed.

Software Core Functionality Requirements:

- Software Licensing for Cloud Hosted software which will allow Lake County Public Works users to further customize as needed and make changes/additions/deletions to the data.
- Key Performance Indicators (KPI) – Dashboard or other tools for monitoring and quick informational access displays.
- System Integrations – GIS Integration with Public Works ESRI system. Viewing of asset and activity trends visually.
- Integration with Oracle I-procurement module to capture costs associated with purchasing of various assets and inventory. Oracle I-procurement is tied with the current Oracle Inventory module. Information from the inventory module flows into I-procurement for generating purchase requisitions and tracking order fulfillment/receipt of parts and materials.
- Inventory Management – Create/assign barcodes for easy parts checkout, stock receiving, and materials usage for maintenance, replacement & repair on work orders. Should contain a variety of inventory reports both out of box and customizable.

- Reporting – A large selection of out of box reports as well as flexible reporting tools. Public Works should be able to create customized reports without the need for a programming specialist.
- Intuitive features to help quickly find records, such as scanning barcodes, sorting, filtering, and searching. Ability to store external files such as images to the asset, work orders, PM's, etc.
- Asset Registry – Lake County is currently working to update the asset registry for each location. Lake County will provide the asset registry and attributes for import into the CMMS. Consultant shall provide guidance on hierarchy, configuration and integration of assets and attributes to support asset management and integration.
- Clean Asset Data Upload – Excel spreadsheet data and GIS data. Hierarchies will be established with a setup that allows parent-child relationships between assets. Lake County will provide the current hierarchy for Consultant to review and provide recommendations for best workflow in the new system.
- Asset Management - Includes asset condition, reliability and business risk for above ground and below ground assets.
- Asset Life Cycle Management – Capable of storing and tracking specific assets and associated data including attributes, work order history, condition assessment history, inspection history, cost of asset maintenance, and asset life expectancies.
- Work orders should be able to track materials, employee time spent, vehicles and equipment used and costing both estimated and actual. Estimates may be needed for contractual work with other municipalities.
- Staff Resource Planning & Utilization - Create and schedule tasks such as PM's and inspections for Maintenance and Operations Departmental Functions. Automated workflows to trigger and assign work orders based on predefined events, jobs, asset types, and failed inspection results. Automation process should allow for configurable approvals, notifications, and transactions based on user-defined rules.
- Create electronic fillable forms that will be available for use during PM's, inspections, and other condition assessments. Select form data results should be trackable for charting.
- User-friendly Mobile App (I-pad/Android) for smartphones or tablets. Capable of barcode scanning, taking pictures and uploading to asset record, work order or inventory item, work order management and scheduling for field staff. Ability to access and synchronize updates back to the CMMS even when cellular signal is temporarily absent.
- Training should be provided along with software instruction manuals that can be used for training. Support will be available when problems/questions arise, and software maintenance will be provided as necessary.

SECTION 3. DURATION

The initial term shall be a one (1) year period beginning upon contract execution. Lake County reserves the right to renew this contract for four (4) additional one (1) year period(s), subject to acceptable performance by the Consultant. At the end of any contract term, Lake County reserves the right to extend this contract for a period of sixty (60) days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years.

SECTION 4. AGREEMENT PRICE

Item No.	Cost Item	Description	Costs
1.	Software	Licensing for Software. Note version and any limitation or restrictions. Please base pricing on the following: <ul style="list-style-type: none"> • 69 named users or concurrent user equivalent • 30 mobile devices 	\$95,000
2.	Cloud Hosting	Identify any initial setup costs, annual fees and any other relevant fees.	\$17,100
3.	Implementation Activities	<ul style="list-style-type: none"> • Project Management • Implementation of services described in the RFP including General Information Item 4. Scope of Work and Item 5. Software Core Functional Requirements. Include all elements of delivery such as installation, configuration, integrations, acceptance testing, etc. 	\$17,100 \$90,250
4.	Training	Identify costs for training of end-users, power users and administration.	\$19,000
5.	Integration with Oracle I-Procurement	Concept is to integrate cost information from Oracle I-Procurement to CMMS to allocate purchased costs to assets and inventory. Purchasing will continue to be managed through I-Procurement.	\$33,250
		Total Contract Cost	\$271,700
6.	Other	<ul style="list-style-type: none"> • Identify per hour costs for custom programming and/or requested enhancements. • Identify per day costs for on-site, non-maintenance related activity including expenses 	\$200 \$2,000
7.	Annual Maintenance and Support Fee	If not included in annual software licensing fee	\$19,000
Alternate Services Not Listed in Options Above: Pricing for any listed optional products and services will be valid for term of this agreement.			
1.	Alternate Cost Item A – Integration with SCADA Wonderware Historian	concept is to apply runtimes from equipment recorded in SCADA historian to individual assets and trigger scheduled maintenance based on a runtime threshold.	\$17,100
2.	Alternate Cost Item B – Historical Data Conversions	Lake County has work history and cost information related to assets or facilities in Oracle EAM. Retrieve historical data and apply the data to the new CMMS by asset. Export and coordinate data conversions with Lake County to allow an opportunity to realign work history to assets prior to importing	\$15,200
3.	Alternate Cost Item C – Weatherproof Bar Coding	Provide platform to support bar coding of assets. Lake County will physically apply the bar codes.	\$35,625

4.	Alternate Cost Item D – Scheduled Maintenance Template Integrations	Lake County currently executes several scheduled maintenance tasks with paper checklists. The checklists are included in Exhibit B. Integrate the checklists by asset into scheduled maintenance tasks/checklists in the CMMS. Some fields should be trackable for charting/reporting.	\$17,290
5.	Alternate Cost Item E – Integration with Collection System CCTV	Lake County currently uses IPipes CCTV to televise and inspect the sewer collection system. Integrate with IPipes to manage the inspection and asset management process in CMMS.	\$17,100
6.	Alternate Cost Item F	Integration with Accruent VFA Facility Software	\$20,900
7.	Alternate Cost Item G – Annual Storage in excess of 10GB	Additional storage up to 100gb Additional storage up to 1tb Additional storage up to 10tb	\$750 \$7,500 \$15,000

SECTION 5. INVOICES & PAYMENT

- A. A purchase order will be issued for the work and Consultant shall submit invoice(s) detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing actual time devoted and cost incurred. Consultant shall permit a representative from Lake County to inspect and audit all data and records of Consultant for work and/or services provided under this Agreement. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the termination of this Agreement.
- C. An initial payment of 50% (fifty percent) of the fees for Software Services shall be paid upon contract execution and the remaining 50% (fifty percent) upon system go-live/product launch into production.
- D. Client shall retain ten percent (10%) of the fee for implementation services delivered, with such retainage to be payable upon first use in live production.
- E. Support and Maintenance costs will be paid quarterly after Lake County reviews the Uptime Commitment report submitted by Consultant pursuant to Section 24 below. If a credit is determined to be due, pursuant to Addendum Service Level Agreement Hosted Services, contained within, the credit amount will be subtracted from the quarterly payment.
- F. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

SECTION 6. CHANGE ORDERS

In the event changes to the Scope of the project and/or additional work become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references this Agreement (a “Change Order”). The Change Order shall set forth in detail: (i) the Change requested, (ii) the reason for the proposed Change; (iii) the cost of the Change; and (iv) the impact of the Change on time for completion of the project.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party’s Project Manager a proposed Change Order. If the receiving party does not accept the Change Order in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Order. If

the parties cannot reach agreement on a proposed Change, Contractor shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In those cases where the County Purchasing Agent's signature is required, or County Board approval is needed, the Change Order shall not be deemed rejected by County after ten (10) days provided the Project Manager has indicated in writing within the ten (10) day period of his intent to present the Change Order for appropriate signature or approval.

SECTION 7. INDEMNIFICATION

Consultant agrees to indemnify, save harmless, and defend Lake County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Agreement caused directly by the negligence or willful or wanton conduct of Consultant. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the gross negligence or willful or wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

SECTION 8. INSURANCE

The Consultant must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Automobile Liability Insurance (if applicable)

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor

vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed. The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Excess/ Umbrella Liability (if applicable)

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage; limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum, and may be higher depending on the project*)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Professional Liability – Errors and Omissions

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Professional Liability – Cyber Liability

Cyber Liability Insurance for property damage to electronic information and/or data; first- and third-party risks associated with e-business, internet, etc., with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

Technology Errors and Omissions

The Contractor's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis.
- b) The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or

material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.

- d) Lake County shall be provided with Certificates of Insurance and the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

**Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: RuthAnne Hall, Lake County Purchasing Agent**

- e) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.**

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.

SECTION 9. INDEPENDENT CONTRACTOR

Consultant is defined and identified as an independent contractor, not an employee or agent of Lake County and the County has no right to control or direct Consultant's manner, detail, or means by which Consultant accomplishes tasks under this Agreement.

SECTION 10. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

SECTION 11. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 12. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

SECTION 14. NOTICES AND COMMUNICATIONS

All notices and communications which may be given by Lake County to Consultant relative to this

Agreement shall be addressed to the Consultant at the address shown herein below:

**Data Transfer Solutions, LLC
3680 Avalon Park Blvd. E., Suite 200
Orlando, FL 32828**

Copies of any notices and communications which propose to alter, amend, terminate, interpret, or otherwise change this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

SECTION 15. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

Except as otherwise provided herein, this Agreement shall not be assigned, delegated, altered, or modified without the express written consent of both parties. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

To the extent Lake County agrees to an assignment, delegation, or subcontract by Consultant, Consultant shall remain liable to Lake County with respect to each and every item, condition and other provision hereof to the same extent that Consultant would have been obligated if it had done the work itself and no assignment, delegation, or subcontract had been made.

SECTION 16. TERMINATION

Lake County reserves the right to terminate this Agreement as set forth hereunder.

a. Termination for Convenience:

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

b. Termination Due to Default:

In the event that this Agreement is terminated due to Consultant's default, Lake County shall be entitled to purchase substitute items and/or services elsewhere and charge Consultant with any or all losses incurred, including attorney's fees and expenses.

c. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the functions performed as set forth in the applicable SOW and for the payment of the charges hereunder, Lake County may terminate this agreement at the end of its current fiscal year. Lake County agrees to give written notice of termination to vendor at least thirty (30) days prior to the end of its current fiscal year. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to Lake County.

d. Termination Due to Emergent or Exigent Circumstances

If sufficient funds are not appropriated by the Lake County due to an emergency or exigency, to continue the functions as set forth in the applicable SOW and for the payment of the charges hereunder, Lake County may terminate this agreement immediately, without any prior notice. Lake County shall remit payment for all work completed and approved or accepted by the County, to the

date of written notice of termination. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to Lake County.

SECTION 17. CONFIDENTIALITY

Both parties acknowledge that Consultant's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

SECTION 18. WORK PRODUCT

All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant's work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

SECTION 19. NEWS RELEASES

Consultant may not issue any news releases regarding this Agreement without prior approval from Lake County.

SECTION 20. KEY PERSONNEL

Consultant shall not replace any Key Personnel without the County's prior written consent, which shall not be unreasonably withheld. Should one of the Key Personnel be reassigned, become incapacitated, ceases employment by Consultant, and/or be unable to perform the functions or responsibilities assigned to him or her, Consultant shall (i) within ten (10) business days, temporarily replace them with another properly qualified employee and (ii) within thirty (30) calendar days, permanently replace the contact. Lake County reserve the right with advance notice, and Consultant having the opportunity to remedy, to request the dismissal and removal of Consultant staff from the project for reasonable cause. Any decision to substitute or replace Consultant Subcontractor for the implementation of proposed solution, will need prior written consent from the County.

SECTION 21 SOFTWARE LICENSE

Subject to the terms of this Agreement and as long as no payments due hereunder are past due, Consultant grants Lake County a perpetual, nonexclusive, non-transferable, non-sublicensable, limited license to install and use the Software, for solely its internal business purposes in connection with the storage and processing of Customer Data.

SECTION 22 HOSTING

Consultant shall host the Software for the benefit of Lake County on servers owned, controlled, leased or licensed by Consultant. Lake County is responsible for maintaining the security and confidentiality of all usernames and passwords used to access the Hosted Software. Lake County is solely responsible for connection of Customer's systems to a telecommunications service that provides Internet access for purposes of Customer's access and use of the Hosted Software. Upon expiration or termination of the agreement, Consultant will deliver to Lake County a copy of the Hosted Software, in object code form, together with all related Customer Data.

SECTION 23 APPROPRIATE USE OF THE SOFTWARE

Lake County shall comply with all applicable laws, rules, regulations, and/or ordinances. Except as expressly

authorized by this Agreement, Lake County shall not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or permit any third party to access or use the Software. In addition, Lake County shall not directly or indirectly (i) decompile, disassemble, or reverse engineer the Software, (ii) use the Software or any Confidential Information to develop a competing service, (iii) provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use or allow others to use the Software for the benefit of any third party, (iv) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Software (including any screen displays, etc.), or (v) interfere with or disrupt the integrity of the Software or the data contained therein.

SECTION 24 AVAILABILITY OF SERVICES

- a. Uptime Commitment. Consultant will ensure the key features of the Hosted Software will be available for access and use by Lake County at least 99.99% of the time per calendar quarter, excluding any period of Permitted Unavailability. Consultant will provide a quarterly report to Lake County for review by the 5th of the month proceeding the quarter. Consultant shall schedule Planned Outages during non-peak hours. Lake County's non-peak hours are identified as 4:00pm – 7:00am, central time, seven days per week.
 - (i) When a period of unavailability is detected, Lake County shall promptly contact Consultant by email, followed by a phone call to advise Consultant of the problem.
- b. The following are exclusions to the Uptime Commitment
 - (i) Periods of unavailability which are the result of Lake County failing to make or approve reasonable modifications to the Software or the Hosted Software recommended by Consultant.
 - (ii) Modifications to or uses of the Software or Hosted Software that are not authorized by Consultant or permitted under this Agreement
 - (iii) (ii) Permitted Unavailability
- c. Lake County acknowledges remote monitoring may not detect all problems or interruptions at the time they occur.

SECTION 25 OWNERSHIP

The Software is licensed, not sold. Except for the limited license granted in Section 21 (Software License) to access and use the Software, Consultant and its licensors reserve all right, title, and interest, express or implied, in and to the Services and systems, web apps, and the data and information provided.

SECTION 25 CUSTOMER DATA AND PRIVACY POLICY

Lake County grants Consultant the right to use, display, copy, distribute, and make derivative works of Customer Data only for purposes of enabling Consultant to offer and perform its services and fulfill its contractual obligations. Lake County represents and warrants that (a) it has obtained all rights, consents, and permissions necessary to input the Customer Data into the Software and to grant the foregoing rights to Consultant, (b) Lake County's use, copying, displaying, and distribution of the Customer Data complies with all federal, state, and/or local laws, rules, regulations and/or ordinances and the terms and policies (including terms of use and privacy and security policies) of all websites from which the Customer Data originated and all websites to which the Customer Data is copied, distributed, displayed, or published using the Software, and (c) the Customer Data shall not include any personally identifiable healthcare data or financial data of any individual and/or any other data violative of third party rights and/or any applicable law, and/or any data relating to any person under the age of thirteen (13) years. Customer acknowledges and agrees that user identifiable information provided by Lake County's users to Consultant in connection with use of the Software is and shall be collected and used as provided in the Consultant's Privacy Policy as then in effect.

SECTION 26 TECHNICAL SUPPORT AND MAINTENANCE

Consultant shall provide technical support for the Hosted Software in accordance with Consultant’s technical support policies. Consultant will perform maintenance with respect to the Software (including the Hosted Software) in accordance with Consultant’s maintenance policies.

Lake County shall deliver to Consultant all Customer Data, including GIS Data, in a format as determined by the mutual agreement of the parties. Consultant shall present the GIS Data using symbols and line types in a format as determined by the mutual agreement of the parties. The maximum number of GIS Data Layers are set forth in each applicable Order Form. The total amount of Customer Data is limited to the Customer Data Amount set forth in each applicable Order Form. Customer may request that Consultant provide services to update Customer Data including GIS Data provided Consultant continues to Host the Software. Consultant shall invoice Lake County for such requested services at its then current data maintenance rates. There are 10 GB of data storage is included in the proposed hosting solution. Additional storage is available at the pricing listed in Section 4, Alternate Services, item 7.

SECTION 27 USER TRAINING

Consultant will provide instructor-led training sessions to as many as forty (40) Lake County employees tailored to address the specific needs of the department. Training will be provided early in the implementation process and through 30 days post Go Live. Lake County will determine the platform for training sessions, either onsite or virtual. Onsite training will be provided at no additional cost. Consultant will provide:

- A comprehensive user manual documenting all operations of the software including sample reports, screen illustrations and instructions, step-by-step training and quick reference guides to teach non-technical and administrative personnel to operate system, all in electronic format.
- Knowledge transfer to Lake County’s application and administrators that will be responsible for managing the system equating to a few focused web sessions following the roll-out support period.
- Recorded copies of training sessions for Lake County to use as a tool to train new employees.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

Data Transfer Solutions, LLC

Purchasing Agent
Lake County

Allen Ibaugh

Title CEO

Date _____

Date 3/5/2021

ADDENDUM

Service Level Agreement Hosted Services

This Addendum (this "Addendum") is made part of and subject to the agreement between Data Transfer Solutions, LLC ("Company") and Lake County ("Customer") with respect to the provision of software as a service or hosted software as more fully set forth in the Agreement, any exhibit thereto or any other related statement of work or order form (the "Service"). Unless otherwise defined herein, all capitalized terms in this Addendum will have the meanings set forth in the Agreement.

1. Service Levels and Support.

a. Availability Service Level. Company will make the Service Available (hereafter defined) at least 99.99% of the time, excluding down time due to Permitted Unavailability (hereafter defined) and down time due to Customer Owned & Supported Infrastructure (hereafter defined). This begins from the time that the Service goes-live in Customer's production environment as set forth in the applicable Agreement.

As used in this Section 1.a, the following terms have the following meanings:

"Available" means that all the users permitted under the Agreement to access the Service are able to access and use the Service and the functionality and content therein, and the Service is functioning correctly, accurately, and without material degradation of performance.

"Permitted Unavailability" means any outage that results from (1) Scheduled Maintenance, (2) Customer's or any of its users' unauthorized use of the Service; or (3) failures of the Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability outside of the DTS Network (i.e., the DTS network extends to, includes and terminates at the data center located router that provides the outside interface of each of DTS's WAN connections to its backbone providers (referred to herein as the "DTS Network")).

"Scheduled Maintenance" means maintenance performed by Company during Company's standard maintenance windows which shall occur Saturdays and Sundays between 11:01pm and 5:00am CST. If other

windows are needed, these will be after Customer business hours and will be coordinated with Customer. No event shall exceed four (4) hours in any single instance and eight (8) hours in the aggregate during any calendar month.

Company will notify Customer of specific dates and times of Scheduled Maintenance not less than five (5) days in advance of such Scheduled Maintenance. This notice will be sent in the form of an email to Public Works general email box at PublicWorks@lakecountyil.gov.

"Customer Owned & Supported Infrastructure" means any of the Customer owned and supported infrastructure which includes the following: Networking Devices, Configuration, & Access; Storage Devices, Configuration, & Backup & Recovery; Physical Server Hardware, Configuration, & Connectivity; Virtual Servers, Configuration & Accessibility; Monitoring & Alerting Software & Configuration.

b. General Support Obligations.

(i) Company will provide all necessary resources to support acceptance testing, troubleshooting, and implementation of the Service.

(ii) Company will provide telephone and email support 8:00 AM. To 5:00 PM (Eastern Time), excluding federal holidays, for assistance in identifying and resolving Errors (in accordance with Priority Levels and Response Times set forth in Sections 1.c. and 1.d. below), and will be available to answer questions related to the operational use of the Service.

(iii) Company will monitor the Service to ensure that it is being provided according to the standards of the Agreement and this Addendum.

(iv) Customer will immediately report all outages ("Outages"), including performance degradation to Company in the form of an email to support@vvieworks.com at Company.

(v) Any non-scheduled or emergency maintenance which impacts the Service will be promptly communicated to Customer in the form of an email to Customer at the above-referenced email.

c. Priority Levels. When Company initially detects an Error with the Service, and/or when Customer reports to Company an Error with the Service, the Error will be promptly classified by the reporting party in accordance with the following priority incident guidelines.

Priority Level	Definition
Priority 0	<p>Critical Issue</p> <ul style="list-style-type: none"> No user at the Customer site can log on to VUEWorks The map does not display on any user computer at the Customer's site No user at the Customer's site can create a Service Call or Work Order
Priority 1	<p>Severe Issue</p> <ul style="list-style-type: none"> VUEWorks generates information that is obviously and substantially incorrect A feature produces error messages that causes an application feature to stop functioning or not produce result
Priority 2	<p>Important Issue</p> <ul style="list-style-type: none"> An issue reported by Customer that can be resolved by providing help on using a specific feature Issues that cause an error message but do not cause the application to stop functioning or create results that are substantially incorrect Issues acknowledged by VUEWorks as a defect that can be avoided without loss of functionality through a work around process
Priority 3	<p>Low Priority Issues</p> <ul style="list-style-type: none"> Issues or questions that are not directly related to the functionality of the product Non-contractual application enhancement request (the "Wishlist"). A non-contractual request to provide features in VUEWorks
Priority 4	<p>Issue not directly related to VUEWorks software</p> <ul style="list-style-type: none"> Issues related to hardware, browser, or operating system malfunction

d. Incident Response Service Level. Company will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with time requirements set forth in the table below.

Priority Level	Initial Response will be provided within:	Temporary Resolution will be provided within:	Final Resolution will be provided within:
0	4 hours from receipt of initial notice from Customer, or other discovery, of an Error	8 hours from receipt of initial notice from Customer, or other discovery, of an Error	7 days from receipt of initial notice from Customer, or other discovery, of an Error
1	8 hours from receipt of initial	48 hours from receipt of	14 days from receipt of initial

	notice from Customer, or other discovery, of an Error	initial notice from Customer, or other discovery, of an Error	notice from Customer, or other discovery, of an Error
2	1 business day from receipt of initial notice from Customer, or other discovery, of an Error	7 days from receipt of initial notice from Customer, or other discovery, of an Error	30 days from receipt of initial notice from Customer, or other discovery, of an Error

e. As used in this Addendum, the following definitions apply:

“Final Resolution” means a permanent fix that has been implemented and incorporated into the Service to restore the Service functionality in accordance with its Specifications.

“Initial Response” means a verbal, written or electronic response from Company to Customer regarding a reported or discovered Error.

“Temporary Resolution” means a temporary fix or patch that has been implemented and incorporated into the Service by Company to restore the Service functionality in accordance with its Specifications until the Final resolution is available.

2. Reviews.

Regular Reviews. At the written request of Customer, Company will engage in review sessions with Customer to analyze on-going problems with the Service and analyze root causes of both resolved and unresolved problems.

3. Service Credits.

Availability Service Level. So long as Customer has timely reported any Outage to Company (but under no circumstances more than 10 calendar days after such Outage), if Company fails to meet its Availability Service Level identified in Section 1.a., Customer will be entitled to credits as follows:

Service Availability	Credit (against monthly fee for the affected Service)
99.99% or greater	0%
98% but less than 99.99%	5%
96% but less than 98%	10%
91% but less than 96%	15%
85% but less than 91%	30%
Less than 85%	100%