RESOLUTION
NUMBER <u>2016-034</u>

A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH PARADIGM TECHNOLOGY GROUP, LLC FOR TECHNOLOGY SERVICES.

DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk

1st Ward	TOM HAWLEY	GEORGE POULOS
2nd Ward	LETICIA VIEYRA	FRED BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	CANDACE CARR	ALECIA SLATTERY
5th Ward	JANICE OSTLING	KENNETH PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

RESOLUTION NO. 2016-034

A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH PARADIGM TECHNOLOGY GROUP, LLC FOR TECHNOLOGY SUPPORT SERVICES

WHEREAS, the City of Blue Island has the authority to contract and be contracted with pursuant to 65 ILCS 5/2-2-12;

WHEREAS, the city plans to enter into an agreement with Paradigm Technology Group, LLC ("Paradigm") for technology support services; and

WHEREAS, the appropriate city officials have considered and reviewed the agreement attached as Exhibit A and find the same to be in the best interests of the City;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and conditions as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved.

SECTION 2: AUTHORIZATION OF AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENT

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

SECTION 3: EFFECTIVE DATE

This resolution shall be in full force and effect upon its passage and approval as required by law.

**ADOPTED** this **25th** day of **October, 2016**, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita	X				
Alderman Donahue	X				
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson	X				
Alderman Frausto			X		
Alderman Thompson			X		
Alderman Johanson	X				
Mayor Vargas					
TOTAL	12		2		

APPROVED by the Mayor on **October 25, 2016**.
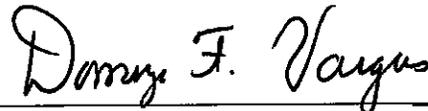
_____
DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and **Filed** in my office this
25th day of **October, 2016**.
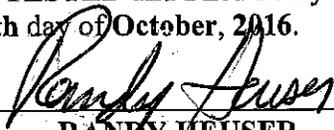
_____
RANDY HEUSER
CITY CLERK

Technology Support & Maintenance Agreement

This agreement ("Agreement) is made and entered into by and between **The City of Blue Island** ("**Client**"), and **Paradigm Technology Group, LLC** ("**Vendor**"), with its principal place of business located in Lockport, IL and The City of Blue Island, with its principal place of business located at 13051 Greenwood Avenue, Blue Island, IL 60406, and shall be effective as of _____September 1st, 2016_____ (the "Effective Date"). Paradigm Technology Group, LLC ("Vendor") will reserve a block of time each week for the City of Blue Island ("Client") at the rate of One Thousand Three Hundred Twenty-Five Dollars ($1,325.00) per week.

Billing time for special jobs or installation will be charged at the Schedule Service rate of $85 per hour. This agreement and pricing constitutes only the labor portion of any work. Hardware and software of any type will be charged for separately.

RECITALS

WHEREAS, Vendor is engaged in the business of providing services involving the design, installation, and maintenance of computer networks, project management, strategy & design of technology

WHEREAS, Client desires to retain Vendor to perform the services set forth in this agreement.

NOW, THEREFORE, Vendor and Client agree as follows:

1. **Scope of Services**

   Vendor will perform: infrastructure development, network administration, network maintenance, support services & technology strategy as are set forth in Exhibit A (Statement of work).

2. **Price and Payment**

   Client will pay Vendor for the Network Services at the price and on the terms set forth in Exhibit A. The price set for the in this Agreement does not include in sales, use, service, or similar taxes that may be payable by reason of the provision of the Network Services, and Client will pay all such taxes which may become due in connection with the Services. The Client agrees to pay the Vendor making all checks directly **payable to Paradigm Technology Group, LLC. Payment terms are Net 30 days** from the date of the bill, unless other payment arrangements have been made.

3. **Terms and Termination**

> Unless terminated as provided herein, this Agreement will extend for a period of three years (3) and will be renewed automatically 30 days prior term date. Vendor may terminate this Agreement without cause upon sixty (60) days written notice, and the Client may terminate this Agreement without cause upon sixty (60) days written notice. In the event of termination by either party without cause, Client will pay Vendor for the remaining term of the service contract. Either party may terminate this agreement upon written notice for material breach, provided however, that the terminating party has given the other party at least fourteen (14) days written notice and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.

4. **Obligations of Client**

A. Client will immediately notify Vendor upon learning of any significant problem with the performance of the network, or computer issues in need of resolution.

B. Client will cooperate with the Vendor in connection with its performance of the Services by providing access to the Client's physical premises as reasonably necessary from time to time.

C. Client will, from time to time, purchase such software and hardware as may be reasonably necessary for the effective operation of its network.

D. Client will be solely responsible for performing day-to-day tasks associated with creating archival or backup copies of data stores on the network services and /or on the hard drives of individual workstations.

E. Client will notify Provider within a commercially reasonable time regarding any change in the identity of client's network administrator.

5. **Confidential Information**

A. All information relating to the Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Vendor and will not be disclosed or sued by Vendor except to the extent that such disclosure or use is reasonably necessary to the performance of Vendor's work.

B. All information relating to the Vendor that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this agreement.

C. These obligations of confidentiality will extend for a period of two years (2) after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentially obligation.

6. **Non-Solicitation of Employees**

At all times during the term of the business relationship between Vendor and Client, including a period of two (2) years thereafter, the client agrees not to, employ, any employees of Vendor. If Client breaches this clause the penalty shall be 25% of the annual salary of the employee solicited by the Client.

7. **Warranty and Disclaimer**

Client acknowledges that no computer system or software can be made completely stable or secure, and that Vendor cannot guarantee the stability, safety, or secure of client's network or data. Vendor warrants that the Network Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards and the time frame, if any, set forth in the description of Network Services herein. Client is solely responsible for implementing and monitoring appropriate operational and security procedures, and for making appropriate backup copies of all data. THIS WRRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICLLULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives effective as of the Effective Date.

By their signatures, Vendor and Client hereby acknowledge and accept the terms and conditions of this contract.

Client	**Vendor**
Approved	**Approved**
Carmine Bilotto	Paul G. Hollock
Treasurer – City of Blue Island	*Partner & Chief Executive Officer*

Signature	*Signature*
Carmine Bilotto	**Paul G. Hollock**
Print or Type Name	*Print or Type Name*
	09-11-2016
Date	*Date*

PARADIGM
TECHNOLOGY GROUP, LLC

EXHIBIT A
STATEMENT OF WORK

Description of Services:

Ongoing network support services will be provided during regular business hours (9:00am to 5:00pm Monday thru Friday) and will be performed either remotely or on-site, whichever yields a faster turnaround time, and depending on the nature of the service to be performed. Services to be provided under our Network Installation and Maintenance Agreement are as follows:

1. Monitoring of performance and corrective maintenance of overall network

2. Monitoring and corrective maintenance of the data backup systems/devices

3. Virtual Chief Information Officer Duties

4. Strategic Technology Planning

5. Telecommunications Advisor

6. Disaster recovery preparations

7. Recovery and restoration of network operating systems and data in case of loss

8. Network administration, including user adds, moves, changes, and installation of necessary network peripheral devices

9. Controlling access rights to implement security policy, schedule password changes, etc.

10. Virus definition file updates

11. Installing updates and patches for network devices, pc's and software maintenance

12. Network server maintenance

13. Day to Day help desk issues

Weekly 2 Day Service	Scheduled Service (9:00am – 5:00pm, *Any 2 Days*: Monday thru Friday)	Emergency Service (after hours, weekend, holidays)	Router, Firewall, Wide Area Network Expansion
$1,325 per week	Included	$85 Per Hour	$125

BLUE
island

est. 1835

Resolution Authorizing the Execution of an Agreement with Paradigm Technology Group

I.   Introduction/Purpose

Paradigm Technology Group has been our IT consulting service team since September 2013. The contract has since expired and we are looking to renew their contract.

II.   Discussion/Highlights

Currently, Paradigm charges us $1,325.00 per week for their services. That gives us 16 hours per week of IT service. If there are any overage hours, we are charged at $85.00 per hour. In the past, if we have overage hours, they have been working with us to keep costs down and not charging us for all of the hours. They have worked with us since we are a good customer to them. They have provided us with two separate contracts. Once is the exact same contract we have now, the other is an increase of $175.00 per week, bringing the weekly amount to $1,500.00 per week. There was no preference from Paradigm's end on which one we approve.

III.   Conclusion/Recommendation

I am recommending the passage of the resolution approving the contract extension with Paradigm Technology Group with no increase in weekly fees. The contract would be merely an extension of the current contract with the same weekly fees and hourly overage charges.

Prepared by: Matt Anastasia, Director of Finance and Administration