

## EXTENSION OF AGREEMENT FOR MANAGEMENT OF INFORMATION TECHNOLOGY SERVICES

This Extension Agreement ("Extension Agreement") is made and entered into this 17<sup>th</sup> day of December, 2025, by and between Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and Advanced Intelligence Engineering, an Illinois corporation ("Vendor"), and renews and extends that certain agreement entitled "Agreement for Management of Information Technology Services" between the Park District and Vendor dated January 28, 2022 ("Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Park District and Vendor are hereinafter sometimes referred to individually as a "Party," and collectively as the "Parties."

### RECITALS

WHEREAS, the Parties previously entered into an Agreement that governs, among other things, Vendor's management of certain Park District information technology services as more specifically identified in the Agreement; and

WHEREAS, the Agreement had an initial term of four (4) years, commencing on January 1, 2022 and expiring on December 31, 2025; and

WHEREAS, the Parties are currently negotiating the terms of a new management of information technology services agreement, but are unlikely to finalize same prior to the expiration of the current Agreement; and

WHEREAS, the Parties have determined that it is in their respective best interests to enter into a short-term extension of the existing Agreement to ensure no disruption in services while the Parties work to finalize the terms of a new agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree to the following:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as though fully set forth in this Section 1.

2. Term. Pursuant to this Extension Agreement, the term of the original Agreement is hereby extended for an additional period of one (1) month, commencing on January 1, 2026 and expiring on January 31, 2026. Thereafter, the original Agreement shall automatically renew for additional one (1) month increments, commencing on the first day of the month and terminating on the final day of that same month, unless either Party provides the other Party with written notice of its intent not to renew not less than five (5) days prior to the end of the current month.

3. Termination.

a. Notwithstanding anything to the contrary in the original Agreement or this Extension Agreement, either Party may terminate the original Agreement and this Extension Agreement for convenience and without cause upon seven (7) days prior written notice.

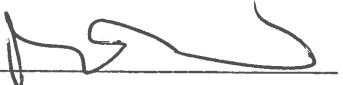
b. In addition, the original Agreement and this Extension Agreement shall automatically terminate upon the execution of a new agreement for management of information technology services between the Parties.

4. Counterparts. This Renewal may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute but one and the same instrument. In the event any signature is delivered by facsimile or by e-mail delivery of a scanned .pdf file, such signature shall create a valid and binding obligation of the party with the same force and effect as if the facsimile or scanned .pdf signature page were an original thereof.

6. Entire Agreement; Modification. All other terms and conditions contained in the Agreement remain unchanged. The Agreement and this Renewal contain all of the terms and conditions agreed upon by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements between the Parties, written or otherwise, shall vary the terms hereof. Any modification of the Agreement or this Renewal must be in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Extension Agreement as of the date last set forth below.

WHEATON PARK DISTRICT

By: 

Title: Executive Director

Date: 12/28/25

ADVANCED INTELLIGENCE ENGINEERING

By: 

Title: PRESIDENT

Date: 01/05/26

Current

## **AGREEMENT FOR MANAGEMENT OF INFORMATION TECHNOLOGY SERVICES**

This Agreement for Management of Information Technology Services (the "Agreement") is made and entered into by and between the Wheaton Park District (the "Park District"), an Illinois unit of local government, and Advanced Intelligence Engineering ("Vendor"), an Illinois corporation, which hereinafter may be referred together as the "Parties" or individually as a "Party."

WHEREAS, the Park District desires Vendor to perform certain management of information technology services for the Park District, as detailed in the Park District's Request for Proposal dated July 1, 2021, attached and incorporated as Exhibit A ("RFP") and Vendor's Proposal dated August 1, 2021, attached and incorporated as Exhibit B (the "Proposal"), and Vendor desires to provide said services to the Park District described hereunder based on and subject to the terms and conditions set forth in this Agreement.

### **Section 1: MANAGEMENT OF INFORMATION TECHNOLOGY SERVICES.**

Vendor shall provide the management of information technology services detailed in the RFP and the Proposal (hereinafter referred to as the "Services"). The Park District may desire to have Vendor render additional services in connection with this Agreement other than those expressly provided for in the Contract Documents (defined below). Any additional services shall not commence unless authorized in writing by the Park District. Vendor shall perform the additional services in accordance with the standards for performance of the Services under this Agreement.

### **Section 2: CONTRACT DOCUMENTS.**

The Contract Documents consist of this Agreement between the Park District and Vendor, the RFP, the RFP response Proposal, and the Master Services Proposal dated December 29, 2021 attached as Exhibit C ("MSP"). All of the terms, conditions and specifications contained in the Contract Documents are incorporated herein. In the event of any conflict between any provision of the Proposal and this Agreement, the terms of this Agreement shall control.

### **Section 3: TERM OF AGREEMENT.**

The term of this Agreement shall commence on January 1, 2022 and, unless terminated earlier as provided herein, shall expire on December 31, 2025 (the "Term").

### **Section 4: SCHEDULE FOR PERFORMANCE OF VENDOR'S SERVICES.**

Vendor's Services shall be performed in a timely manner and in accordance with the Contract Documents, as may be amended by the Parties in writing or in accordance with this Agreement.

### **Section 5: PERFORMANCE OF WORK.**

Vendor agrees to perform faithfully, industriously, and to the best of Vendor's ability, experience, and talents, in accordance with generally accepted standards of professional skill and care among recognized industry experts engaged in similar services, all of the duties described in the Contract Documents or as otherwise required by the express and implicit terms of this Agreement or greater generally recognized industry standards

in order to produce a first class work product and services of the type and scope contracted for under this Agreement, to the reasonable satisfaction of the Park District. Vendor shall perform all of its duties hereunder according to the Park District's requirements and procedures and in compliance with all applicable national, federal, state, county and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The Park District shall be the sole judge of whether Vendor's duties are performed satisfactorily. The duties of Vendor may be specified and modified from time to time by the Park District in writing.

#### **Section 6: PAYMENT FOR SERVICES.**

The Park District agrees to compensate Vendor for providing the Services in accordance with the Pricing Schedule outlined in the MSP. Payment shall be made by the Park District to the Vendor upon the Park District's receipt of an invoice itemizing the Services properly performed, as determined by the Park District, for the period covered by the invoice. The Vendor will invoice the Park District on a monthly basis. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*). Each invoice shall include a description of the Services completed to the date of the invoice and, with respect to any additional services included, the nature of the additional services as listed in the Proposal, the date those additional services were approved by the Park District, and the number of hours or portion thereof that were expended by each such person in the performance of the additional services.

#### **Section 7: PAYMENT FOR ADDITIONAL SERVICES.**

For the proper performance of any additional services, first approved in writing by the Park District, the Park District shall compensate Vendor in accordance with the Pricing Schedule outlined in the MSP.

#### **Section 8: OWNERSHIP OF INSTRUMENTS OF SERVICE.**

Any and all documents, including but not limited to, any plans, notes, analysis, and any other documents prepared by Vendor in the performance of its Services under this Agreement (hereinafter "Instruments of Service") is work done for hire and ownership of such Instruments of Service vests in the Park District. The Park District retains exclusive property rights including all common law, statutory, federal and other reserved rights in the Instruments of Services, including copyrights.

#### **Section 9: PARK DISTRICT'S MARKS.**

The "Park District's Marks" shall mean the Park District's name and trade or service marks, labels, designs, logos, trade names, product identifications, artwork and other symbols, devices, copyright and intellectual property rights directly associated with the Park District or any program, facility, special event or business of the Park District, whether existing on the date of execution of this Agreement or created thereafter. The Park District's Marks are and shall remain the Park District's property.

- a) Vendor is hereby authorized to use the Park District's Marks for the Services during the Term of this Agreement, provided the Park District shall have the right to approve all such uses in writing in advance.

- b) Vendor shall not use or permit the use of the Park District's Marks unless such use is authorized by this Agreement or such use is permitted by the prior written consent of the Park District.
- c) The right to use the Park District's Marks is non-exclusive, non-assignable and nontransferable. All use by Vendor of the Park District's Marks shall inure solely to the benefit of the Park District.

#### **Section 10: CONFIDENTIALITY.**

The Parties agree that they will not permit the duplication or disclosure of any information designated in advance by the other Party as "Confidential and Proprietary" to any person (other than its own employee, agent, or representative who must have such information for the performance of that Party's obligations hereunder) unless such duplication, use or disclosure is specifically authorized in writing by the other Party or is required by law. "Confidential and Proprietary" information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Agreement. Likewise, "Confidential and Proprietary" information does not apply to information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality.

#### **Section 11: TERMINATION.**

This Agreement may be terminated or suspended by the Park District, in whole or in part, for convenience and without cause upon thirty (30) days prior written notice. This Agreement may be terminated or suspended by Vendor, in whole or in part, for convenience and without cause upon thirty (30) days prior written notice. In the event of termination, Vendor will be paid for all approved Services properly rendered to the date of termination, and upon such payment, all obligations of the Park District to Vendor under this Agreement shall cease. Furthermore, in the event of such termination, Vendor shall promptly deliver to the Park District all Instruments of Service generated in the performance of its Services under this Agreement up to and including the date of termination.

The Park District shall have the right to terminate this Agreement immediately: i) upon Vendor's failure to cure or to commence to cure any breach or default of its obligations hereunder within five (5) days after written notice from the Park District of Vendor's said breach or default; ii) if Vendor ceases operation without a successor approved by the Park District in accordance with Section 18; or iii) upon Vendor's violation of any federal or state laws, or local regulations or ordinances. Upon termination due to Vendor's breach of this Agreement, Vendor shall pay the Park District all reasonable costs incurred by the Park District due to said breach, including the cost of obtaining replacement Services.

#### **Section 12: INSURANCE.**

Vendor shall procure, keep in full force and effect, and maintain at its sole cost and expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, intellectual property claims, and any third party intellectual property claims, which may arise from or in connection with the performance of the Services hereunder by the Vendor, its agents, representatives, employees, or subcontractors. The Park District shall be named as the certificate holder and the Park District, its elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on the Vendor's Commercial General Liability policy on the Certificate of Insurance.

Vendor shall obtain insurance of the types and in the minimum amounts listed below.

A. Commercial General and Umbrella Liability Insurance. Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured Agreement (including the tort liability of another assumed in a business Agreement). The Park District, its elected and appointed officials, employees, agents and volunteers shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Professional Liability Insurance. Vendor shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,00 for each wrongful act arising out of the performance or failure to perform professional services and \$1,000,000 aggregate.

C. Business Auto and Umbrella Liability Insurance. Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance. Vendor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease. If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, Vendor waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to Vendor's work.

#### E. General Insurance Provisions

(1) Prior to beginning any services, Vendor shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for thirty (30) days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

(2) Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

(3) Cross-Liability Coverage. If Vendor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(4) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

#### Section 13: INDEMNIFICATION.

To the fullest extent permitted by law, Vendor, its officers, directors, employees, volunteers and agents shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, suits, damages, causes of action, judgment, losses, costs and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in connection with the Services performed by Vendor, its officers, directors, employees, volunteers and agents under this Agreement, including but not limited to any accident, injury, damage, property loss or theft, except to the extent caused by the negligence or omission of the Park District, or arising from or in any way connected with any act, omission, wrongful act or negligence of Vendor, its officers, director, employees, volunteers and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to the Park District. Vendor shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Vendor's breach of any of its obligations under, or Vendor's default of, any provision of this Agreement.

#### Section 14: NO INFRINGEMENT.

Vendor warrants that the products used for the Services and any parts thereof will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Vendor agrees to indemnify, defend and hold Park District harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Park District in connection with any such infringement claim by any third party, provided however that Park District permits Vendor all available information, assistance and authority to enable Vendor to do so. Vendor further warrants that if Park District is enjoined from using any products provided by Vendor due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Vendor's option, Vendor shall promptly either: (i) procure for the Park District, at Vendor's expense, the right to continue using said product; or (ii) replace or modify the product, at Vendor's expense, so that the product becomes non-infringing.

**Section 15: NO LIABILITY.**

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Vendor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Vendor's Services and obligations under this Agreement. The Park District is not liable for acts or omissions of Vendor or any of Vendor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Vendor.

**Section 16: INDEPENDENT CONTRACTOR.**

The relationship between Vendor and the Park District is that of an independent contractor. Vendor shall supply all personnel, equipment, materials, and supplies at its own expense, except as specifically set forth herein. Vendor shall not be deemed to be, nor shall it represent itself as, employees, partners, or joint venturers of the Park District. Vendor is not entitled to workers' compensation benefits or other employee benefits from the Park District and is obligated to directly pay federal and state income tax on money earned under this Agreement.

**Section 17: NO THIRD PARTY BENEFICIARY.**

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Vendor, and/or any of their respective officials, officers and/or employees.

**Section 18: NON-ASSIGNMENT.**

Vendor shall not assign any of its obligations under this Agreement without the Park District's written consent, which may be granted or withheld in the Park District's sole discretion.

**Section 19: NO CONFLICT OF INTEREST.**

Vendor represents and warrants that Vendor does not have a business interest or a close family relationship with any Park District officer or employee who was, is, or will be involved in Vendor selection, negotiation, drafting, signing, administration, or evaluating Vendor's performance. As used in this section, the term "Vendor" shall include any employee of the Vendor who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a Park District officer or employee described above.

**Section 20: KEY PERSONS/NO SUBCONTRACTS.**

Vendor shall not transfer or reassign any individual designated in this Agreement as essential to performing

the Services, without the express written consent of the Park District, which consent shall not be unreasonably withheld. If, during the Term of this Agreement, any such individual leaves the Vendor's employment, Vendor shall present to the Park District one or more individual(s) with greater or equal qualifications as a replacement, subject to the Park District's approval, which shall not be unreasonably withheld. The Park District's approval shall not be construed to release Vendor from its obligations under this Agreement.

Furthermore, Vendor shall not subcontract with any third party to perform any of the Services and understands and agrees that the Park District is hiring Vendor for its knowledge and experience in the field of management of information technology services.

**Section 21: DESIGNATED REPRESENTATIVES.**

The Park District hereby designates **Michael Benard and Sandra Simpson** as the Park District's representative ("Park District's Representative") for all matters for the Park District under this Agreement and with respect to the administration of this Agreement. The Park District's Representative shall be available to Vendor at all reasonable times for consultation with Vendor. Vendor shall confirm to the Park District in writing any decision made by the Park District's Representative. Vendor hereby designates **Geoff Pearson and Jeremy Wills** as the Vendor's Representative ("Vendor's Representative") for all matters for Vendor under this Agreement and with respect to the Services to be performed by Vendor for the Park District. Vendor's Representative shall be available to the Park District at all reasonable times for consultation with the Park District's Representative. The Park District may conclusively rely on the decisions made by Vendor's Representative, including those which modify this Agreement. Either Party may change its Representative under this Agreement by giving notice to the other Party as provided hereunder.

**Section 22: DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement concerning Vendor's performance shall first be resolved through negotiations, if possible, between each Party's Designated Representative as specified in Section 21 of this Agreement. If such officials do not agree upon a decision within a reasonable period of time, the Parties may pursue other legal means to resolve such disputes.

**Section 23: CHOICE OF LAW AND VENUE.**

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois. In any suit or action arising under this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

**Section 24: COMPLIANCE WITH LAWS.**

Vendor shall comply with all federal, state and local laws, rules and regulations and shall obtain at Vendor's own cost and expense all permits and licenses which may be required in order for Vendor to provide the Services.

### **Section 25: NO COLLUSION.**

Vendor represents and certifies that (1) Vendor is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; (2) only persons, firms, or corporations interested in this Agreement as principals have been those disclosed to the Park District prior to the execution of this Agreement; and (3) this Agreement is made by Vendor without collusion with any other person, firm, or corporation. If at any time it shall be found that Vendor during this Agreement, colluded with any other person, firm, or corporation, then Vendor shall be liable to the Park District for all loss or damage that the Park District may suffer, and this Agreement shall, at the Park District's option, be null and void.

### **Section 26: SEXUAL HARASSMENT POLICY/NON-DISCRIMINATION.**

Vendor certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4). In all hiring or employment by Vendor pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. Vendor agrees that no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.

### **Section 27: MISCELLANEOUS PROVISIONS.**

- A. **Amendments:** No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each of the Parties hereto.
- B. **Successors and Assigns:** The provisions, covenants and conditions in this Agreement shall bind the Parties, their legal heirs, representatives, successors, and assigns.
- C. **Remedies Cumulative:** Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.
- D. **Severability:** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- E. **Waiver:** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the Park District of any performance by Vendor after the time the same shall have become due nor payment to Vendor for any portion of the Services shall constitute a waiver by the Park District of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the Park District in writing.

- F. Entire Agreement: This Agreement, along with any exhibits and attachments, constitutes the entire agreement between the Parties with respect to the Services. No verbal agreement or conversation between any officer, agent, associate or employee of the Park District and any officer, agency, employee or associate of Vendor prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.
- G. Negotiated Agreement: The Parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship thereof.
- H. Headings: The various headings used in this Agreement as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section which they appear.
- I. Notices: All notices, demands, requests, exercises and other communications required or permitted to be given by either Party under this Agreement shall be in writing and:
  - (a) shall be sent by personal delivery, in which case notice shall be deemed delivered on the date of receipt by the other Party; or
  - (b) shall be sent by facsimile or e-mail if a copy of the writing is also sent by United States Certified Mail, pursuant to subparagraph (d) below, in which case notice shall be deemed delivered on the date and at the time of transmittal by facsimile or e-mail, provided that a transmission report is generated that reflects the accurate transmission date and time of the writing; or
  - (c) shall be sent by a nationally recognized overnight courier, in which event notice shall be deemed delivered one (1) business day after deposit with that courier; or
  - (d) shall be sent by United States Certified Mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the United States Mail.

All such notices shall be addressed as follows:

If to the Vendor:

Attn: Jeremy Wills  
Advanced Intelligence Engineering  
104 E. Roosevelt Road Suite 101  
Wheaton, IL 60189  
Phone: 630-936-4045  
Fax:

If to the Park District:

Attn: Executive Director  
Wheaton Park District

102 E. Wesley Street  
Wheaton, IL 60187  
Phone: 630-510-4955  
Fax: 630-665-5880

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the Parties have executed this Agreement by having their representatives affix their signatures below.

Wheaton Park District

By



1/21/2022

Signature

Date

Michael J. Beard, Executive Director

Printed Name

Title

Advanced Intelligence Engineering

By

01-28-2022

Signature

Date

Printed Name

Title

JEREMY WING

PRESIDENT

## Advanced Intelligence Engineering

Wednesday, December 29, 2021

Wheaton Park District  
Mike Benard  
1777 S Blanchard St  
Wheaton, IL 60189  
mbenard@wheatonparks.org

Dear Mike,

Wheaton Park District has extended the opportunity to Advanced Intelligence Engineering via RFP for a partnership between our two organizations. Our proposal aims to demonstrate how we will effectively manage, monitor, shape and position the IT environment as a foundational driver for the success of WPD's organizational vision which is to "commit to service excellence, financial stability and an enriched quality of life for our stakeholders. We accomplish this through continuous improvement of people and systems while living our values."

We strongly believe strongly we can deliver on all areas required to provide a strong partnership that will continue to reinforce the mission of WPD. These areas include the following:

- Monitoring and management of internal systems and the network
- Facilitation of a quality working relationship with WPD's leadership team in order to properly support end-users within the organization
- Delivery of quality CIO services focused on alignment of the Park District's technology investments to their organizational goals
- Capable project management demonstrated through a commitment to a shared vision, strong leadership, proper delegation and consistent communication

In addition, our MSP Agreement details the following areas:

- AIE's Service Level Agreement
- Minimum Standards
- Excluded Services
- The On-boarding Experience
- AIE's Monthly Recurring Services
- Labor Rates
- Fees & Payment
- AIE's Master Services Agreement

Thank you for your consideration.

Regards,



Jeremy Wills  
President  
Advanced Intelligence Engineering

## Network Management

### 24x7x365 Remote Monitoring & Automated Reporting

AIE uses industry standard tools to monitor network equipment, including firewalls, routers, and switches. Client networks are monitored 24x7x365. AIE also provides detailed network information to a designated client contact.

### Network Management

AIE manages the client network equipment. This includes as-needed review of router, switch and firewall logs (where available), and troubleshooting of problems, and performance management. AIE aids our clients in purchasing necessary licensing for network security equipment. AIE also manages the necessary patches for network equipment.

### Online Management Tools

AIE makes IT management tools available to all clients as part of managed plans. These tools include an advanced asset management system; a full ticket support system with the ability to track tickets against users, assets, and locations; and online software license management. All of these tools will be configured according to AIE's standard process, with workflows customized to meet each client's unique support needs.

### Network Documentation

AIE creates and maintains a network diagram of each client network, along with configuration and network policy information. In conjunction with client staff, AIE maintains a knowledge of client network policies and offers recommendations for best practice improvements. AIE manages all passwords in a securely encrypted location, which in turn can be made available to designated client staff.

### Backup Management

AIE offers a complete backup solution with local and cloud based replication and disaster recovery options. Alternatively, clients may use a variety of other backup and disaster recovery solutions, including local NAS, SAN, or tape drive systems, cloud backup, and backup to offsite locations. AIE monitors the success of data backup, performs regular tests of the client's backup system, and manages local backup devices on an ongoing basis. As needed, AIE assists in file restores for individual users.

### Vendor Management

AIE provides vendor liaison services for existing IT vendors as a part of this managed plan. This includes working with vendor technical support in the event of a vendor related issue (e.g. IP phones, software, ISP, printers, etc.), facilitating the vendor's onsite or remote access. AIE also assists in quote procurement and price negotiation with existing vendors.

### Procurement Assistance

AIE maintains relationships with several major technology distributors. Most of our vendors have Chicago warehouses, often allowing for same or next day procurement of replacement parts. AIE assists client staff in determining what purchases are needed, and sends quotes to the appropriate client contact for easy online approval of orders.

### Change Management

AIE provides change management services to all managed IT services clients, as a part of our commitment to Information Technology Infrastructure Library (ITIL) best practices. Network impacting changes are required to be approved by our change advisory board, which exists to ensure that changes have appropriate business justification, an effective action plan, and a plan for remediation should the change not go smoothly. Provisions for emergency changes are available.

## Server Management

### 24x7x365 Remote Monitoring & Automated Reporting

AIE installs our Remote Monitoring & Management (RMM) agents on all Windows servers. All servers are monitored 24x7x365. Monitoring on Windows OS (virtual/guest or physical) servers includes online status, Windows update status, service availability, antivirus status, resource utilization, and backup status. Monitoring on ESXi (physical/host) servers includes power consumption and status, motherboard resource consumption and status, hard drive health and utilization, RAM and CPU health and utilization, and online status.

### Regular Maintenance

AIE provides ongoing maintenance for each Windows server. This maintenance includes the remote Windows patch management, system cleanup, and log file maintenance provided for covered servers. AIE also performs as-needed maintenance for ESXi host servers, to update the operating system and patch the image.

### Remote Support

AIE provides phone and remote take-control support for server-related issues, including administration of user accounts, printers and file sharing, repair of failed services such as DHCP or DNS, remediation of issues with LOB applications, remediation of malware, and troubleshooting of backup errors.

### Image Backup

AIE will include managed image-level backup (local and cloud) on all servers covered under this agreement. AIE will provide support for the backup system, including monitoring backup success and usage and remediating failed backups. Local backup will be stored on a client-owned storage device capable of supporting RAID and compatible with AIE backup solutions.

## Workstation Management

### 24x7x365 Remote Monitoring & Automated Reporting

AIE installs our Remote Monitoring & Management (RMM) agents on each client workstation, including laptops and kiosk workstations. All workstations that connect to the client network must be monitored by AIE and protected with AIE approved antivirus. Workstations are monitored during business hours, and this monitoring includes resource utilization, Windows update success, and antivirus status and scan results.

### Regular Maintenance

AIE provides remote Microsoft patch management and system cleanup for managed workstations.

### Microsoft Application Support

AIE provides support for client staff using Microsoft applications on a managed workstation, including Microsoft Office 2013-2019 / Office 365. AIE also provides regular patch management for Microsoft applications on all managed workstations.

### Other Application Support

AIE provides help desk support for client staff on LOB applications, to ensure these applications are functioning as deployed. AIE can perform patch management on many line of business applications when specifically contracted with the client.

### Anti-Virus & Anti-Spyware Management

AIE provides managed antivirus for all managed workstations. AIE manages this antivirus as part of the included monitoring. In the event that a virus is caught and quarantined, AIE uses additional scans to verify all traces have been removed, in compliance with industry standard best practice. AIE also administers an email threat training program for all client end-users, including simulated phishing campaigns and online training tools.

### Assistance with End-User Devices

AIE understands that in an increasing BYOD (Bring Your Own Device) world, client employees require ongoing support for their cellular devices, including smart phones. BYOD devices must be connected to a guest network if they are not managed by AIE. AIE provides basic support for guest wireless and email connectivity for client employees.

*In order to facilitate a quality support experience, client agrees to keep spare workstations at a ratio of no less than one spare computer per 25 users.*

## Security Management

### ■ Threat Detection Monitoring

AIE employs a managed SOC (Security Operation Center) service that leverages a threat monitoring platform capable of detecting malicious and suspicious activity across three critical attack vectors: endpoint, network and cloud (e.g. O365). This service is comprised of a live team of security experts who proactively monitor activity throughout the entire network for any indication of security threats. AIE and the managed SOC work together to perform the triage of detected activities and work together for remediation when an actionable threat is discovered. This service is designed to mitigate the risk of real time threats including hacking, data exfiltration and ransomware.

### ■ Anti-Malware Monitoring

Managed anti-virus is included in AIE's service contract agreements. Scanning schedules, anti-virus engine updates and virus definition updates are all managed from a central source. When a virus is detected and quarantined, AIE staff are notified and can perform additional scans to ensure that no traces of infection remain.

### ■ Security Awareness Training

AIE implements and manages periodic, simulated phishing attacks coupled with security awareness training campaigns as part of service contracts. These simulations and training campaigns educate a client's employees on cybersecurity practices and practical steps that can be taken to avoid phishing attacks or other forms of network breaches.

### ■ Security Vulnerability Scans & Reporting

AIE analyzes the security posturing of our clients' networks via routine security vulnerability scanning. This ongoing scanning detects external vulnerabilities, anomalous logins, and other abnormal activity, and it provides a convenient means of assessing a network's security policies, any data containing PII, share permissions and more. Scan results are then reviewed and any needed remediation steps identified, which in turn are presented to clients as action items during business reviews.

### ■ Spam Filtering

AIE provides spam filtering services in order to detect and quarantine spam, messages with malicious attachments, info-mail, and other threats or nuisance messages, preventing them from filling your users' email inboxes.

### ■ Dark Web Monitoring

Hackers and other threat actors harvest credentials from users through phishing attacks, keyloggers, and other means. These credentials are valuable because they represent a potential entry point into a company's network, so many of these credentials are re-sold on a black market that has become known as the Dark Web. AIE helps protect against this vulnerability by implementing Dark Web Monitoring, which watches various known sources of stolen credentials and alerts our staff if a username from your company's domain is detected. This provides a warning so that compromised passwords can be changed, thereby blocking malicious use of the exposed credentials.

### ■ Office 365/Cloud Backup

Data stored in Microsoft 365 needs to be backed up just like data stored on a server in your network closet. AIE provides backup services for data stored in Microsoft 365, including e-mail, SharePoint/OneDrive data, and more.

### ■ 2-Factor Authentication

## Advanced Intelligence Engineering

Passwords by themselves are no longer secure enough. Multi-factor authentication is needed in order to secure e-mail and other accounts, and AIE implements multi-factor authentication for all users of Office 365 e-mail along with other e-mail environments and applications in your organization's environment that support it.

### ■ Privileged Access Management

Many users have administrative access to their computers through the accounts they use on a day-to-day basis, and this represents a significant security risk because of the potential for malicious software to install itself from infected websites or e-mail messages. However, some users need administrative access frequently because of a need to install or uninstall software from their computers. AIE provides a solution through Privileged Access Management service, which provides controlled administrative access on demand to users to install and run pre-approved software while allowing AIE staff to evaluate and approve other requests for administrative access as necessary.

*For effective security, services listed here must be deployed throughout the entirety of the client's environment, be it on servers, workstations, in a cloud environment (such as Microsoft 365), in the network infrastructure (routers, switches, and firewalls), or elsewhere. Devices left unmonitored or unprotected introduce a significant risk to security of the network as a whole, and as such they are not allowed in the network without express client acknowledgement of the risk and liability.*

## Project Management

*Project management and project engineering rates are billed at \$190 per hour. Billing for project management engagements require a down payment with subsequent charges occurring at the close of specified milestones.*

### ■ Project Development

Work with client decision makers to determine and document functional and technical requirements for the project. Identify and evaluate potential solutions that may meet the requirements. Engage vendors to confirm requirements and pricing. Develop initial project plan, including phases/milestones and schedule.

### ■ Kickoff Call

Work with vendors and key stakeholders to schedule kickoff meetings for new project implementations. Review the project timeline, project milestones, project team members, and any prerequisites or impediments to commencing project work.

### ■ Project Status Meetings

Coordinate and lead regular project status meetings at a cadence that makes sense for key stakeholders and vendors (generally weekly or biweekly). Track the project schedule and tasks and whether any impediments need to be addressed.

### ■ Project Communication

Facilitate communication between project team members and vendors, especially as it relates to follow-ups from the project status meetings. Ensure that all project team members receive updates to the project schedule and task assignments in a timely manner.

## Advanced Intelligence Engineering

### vCIO Services

#### ■ Monthly Review/Recommendation Meetings

AIE meets with key client decision makers on a monthly basis to review network performance and security status, services implemented, support desk performance, and client's business goals to make recommendations aligned with those goals and to review needed hardware and software infrastructure maintenance and/or replacement.

#### ■ IT Budget Planning

AIE participates in ongoing development of long-term IT budget needs and communicates these to key decision makers at client to facilitate long-term strategy planning for network/technology maintenance, improvement, and security.

#### ■ IT Consulting Services

AIE works alongside key decision makers to recommend technology-based solutions to business problems for the purpose of streamlining client's workflows and increasing efficiency.

## Service Level Agreement

AIE commits to the following response time service level agreement as a part of our managed IT services agreement.

For the purposes of determining Service Level Agreements (SLA's), AIE separates tickets into different priority categories. Priority is determined by the business disruption. For example, one person not being able to print has minimal business impact if that person is a part-time intern trying to print expense reports. One person not being able to print has significant business impact if that person is in payroll and can't print paychecks, thus affecting all employees.

For the purposes of determining business impact, "down" means that a person or department is unable to do a major business function. "Impaired" means that a person or department has a work-around available to them, or is unable to do a minor business function (e.g. – can't open Excel files from Outlook, but can save them to desktop and then open).

TROUBLE THRESHOLD	PRIORITY	FIRST RESPONSE	ESCALATION & DISPATCH	RESOLUTION TIME
General Network Down Internet Down Major Server Down	Critical	1 business hour	2 business hours	ASAP – Best Effort
General Network Impaired Department Down Minor Server Down Major Application Down Major Device Down VIP Down	High	2 business hours	4 business hours	ASAP – Best Effort
Localized Network Impaired Department Impaired VIP Impaired Any Person Down	Medium	4 business hours	1 business day	ASAP – Best Effort
Any Person Impaired Minor Device Down Minor Application Down Required Re-Configurations	Low	1 business day	2 business days	ASAP – Best Effort
Maintenance Upgrades Non-Critical Vendor Calls	When Convenient	2 business days	N/A	Best Effort

AIE works to ensure that issues are resolved as quickly as possible, based upon priority. Back-end issues with Microsoft's cloud services are dependent upon the responsiveness of Microsoft support personnel, and AIE cannot guarantee remediation times. Additionally, remediation times on LOB application issues are dependent upon responsiveness of third-party vendor support personnel, and these applications are supported on a best-effort basis.