

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2024-0298

Contract #: 20240359

Start date: 6/1/2024

End date: 5/31/2027

Amount: \$ 72,765.00

Contingency Amount:

Department: PD

Total Contract Amount:

Contract Type: Professional Services

Contractors Name: OnSolve, LLC Intermediate Holding Company

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached Self-Certifying Did not disclose

Contract Description: Renewal for the Code Red Emergency Notification.



ORLAND PARK

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND ONSOLVE, LLC FOR **SUBSCRIPTION SERVICES**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made **effective as of** June 1, 2024 by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as “Village”) and OnSolve, LLC Intermediate Holding Company (hereinafter referred to as “Consultant” or “OnSolve”) for ~~the performance of certain professional~~ **subscription** services for the Village in connection with OnSolve CodeRED 3-Year Subscription (hereinafter referred to as the “Project”, the “Work”, or the “Services”).

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. **Scope of Work:** The Consultant agrees to and shall timely perform and fully complete the “Scope of Services” as set forth in:

- The Consultant’s Proposal or Bid No. Q-659007, and dated June 1, 2024; and/or
- Village of Orland Park RFQ/RFP/Purchase Order No. _____.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Qualifications (RFQ), Request For Proposal (“RFP”), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFQ, RFP, and/or Purchase Order shall control.

2. **Payment:**

A. **Compensation:** The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

- the amount(s) set forth on Exhibit A (the “Consultant’s Proposal”);
- the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and
- A not-to-exceed amount of \$24,255.00 per year for a period of three (3) years (2024, 2025 and 2026; 2025 and 2026 are subject to board authorization) for a total contract amount of \$72,765.00 (“Contract Price”)

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$72,765.00. Said price shall be the total compensation for Consultant’s performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part

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of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above

- B. Invoices: The Consultant agrees to and shall prepare and submit:
- an invoice to the Village which the Village shall pay **on the earlier of (i) thirty (30) days from the invoice date or (ii) to the anniversary of the Effective Date of the subscription.**
 - invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: ~~Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.~~
- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform

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the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

F. Records: The Consultant's **billing** records relating to the **Village's** Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such **billing** records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this **Village's** Service.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

Scope of Services as set forth in the Consultant's proposal no. Q-665006 (Exhibit A)

Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than June 1, 2024 (hereinafter the "Commencement Date"), and shall be completed no later than May 31, 2027 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. ~~If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.~~

~~B. Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).~~ **Reserved.**

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

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7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Ken Rosinski
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-364-8107
Facsimile: 708-349-8622
Email: krosinski@orlandpark.org

To the Consultant:

Name: Caitlin Leap
Company: OnSolve, LLC
Address: 6240 Avalon Blvd.
City, State, Zip: Alpharetta, GA 30009
Telephone: _____
Facsimile: _____
Email: caitlin.leap@onsolve.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: ~~The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.~~
9. Control and Inspection of Work: ~~Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control. Reserved,~~
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. ~~All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.~~
- B. ~~Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.~~
- C. ~~Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or~~

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~~to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.~~

~~D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.~~

~~E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.~~

11. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee. Failure to provide the required insurance within 15 days of commencement shall result in cancellation of this contract.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

(a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.

(b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability

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arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) ~~ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto"; \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.~~
- (iii) Workers' Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.

- (iv) Professional Liability:
 - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
 - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-

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renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

(vi) Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. All Coverages:

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

(a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

(ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.

F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

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- G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

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12. Indemnity:

- A. ~~To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.~~
- B. ~~Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.~~
- C. ~~Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.~~
- D. ~~In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.~~
- E. Indemnification by Consultant.

Consultant shall, at its expense, defend Village and its Affiliates from or settle any claim, proceeding, or suit brought by a third party ("Claim") against Village (i) to the extent (a) that the Services infringe or misappropriate any intellectual property right of such third party or (b) arising out of Consultant's gross negligence or willful misconduct or (c) arising out of Consultant's breach of its obligations with respect to Confidential Information under Section 13 (Confidential Information), and (ii) will indemnify Village from all damages, costs, and attorneys' fees finally awarded and unappealable against Village or its Affiliates as a result of such Claim.

Consultant shall have no obligation under this Section for any Claim to the extent arising out of or is based upon: (i) Village's use of the Services not in compliance with this Agreement or the Documentation; (ii) Village's combination of the Services with software, hardware, system, data, or other materials not supplied or authorized by Consultant (unless expressly permitted by the Documentation) without Consultant's prior written authorization; (iii) the Content or Standard Personal Information; or (iv) any claims otherwise precluded under Section 6.3 (Disclaimer).

In the event an infringement or misappropriation Claim involving the Services is brought or threatened, or is likely to be brought or threatened in Consultant's reasonable opinion, Consultant may, at its sole option and expense: (x) procure for Village the right to continue to use the

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Services, (y) modify the Services in a manner that does not materially degrade the Service's functionality, or (z) terminate the affected Services and, with respect to termination of the Subscription Services, refund the unearned portion of the Fees payable for the affected Subscription Services based on the days left in the Term, less any Fees for usage accrued prior to the date of termination. Notwithstanding anything else herein, the foregoing indemnification obligations are Consultant's only obligations and liability, and Village's exclusive remedy, in respect of any infringement or misappropriation Claim.

F. Village Indemnification.

To the extent permitted by Applicable Law, Village shall, at its expense, (i) defend Consultant from or settle any Claim against Consultant, its Affiliates, licensors and suppliers arising out of: (a) Village's breach of Sections 2.2 or 2.3 or 5.2, (b) third party claims that Village's Content infringes on any third party's intellectual property rights; or (c) Village's gross negligence or willful misconduct and (ii) indemnify Consultant from all damages, costs, and attorneys' fees finally awarded and unappealable against Consultant as a result of such Claim. Village will indemnify Consultant from all damages, costs, and attorneys' fees finally awarded and unappealable against Consultant or its Affiliates as a result of any such claim.

G. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.

H. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

A. ~~Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.~~

B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

C. The term "Confidential Information" means Standard Personal Information, internal policies and procedures of a party and all other non-public information that a reasonable person should understand to be confidential due to its nature and the circumstances in which it was disclosed and that is disclosed by or on behalf of either party ("Disclosing Party") to the other party ("Receiving Party"), whether such information is disclosed before or after the Effective Date. "Confidential Information" excludes information that (i) was in the public domain prior to the time of disclosure; (ii) enters the public domain after disclosure through no action or inaction of the Receiving Party; (iii) is already known by the Receiving Party at the time of disclosure; (iv) is obtained by the Receiving Party from a third party without restriction; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. Except as otherwise expressly set forth in this Agreement, the Receiving Party shall not disclose (including, without limitation, distribute, transmit or transfer) or use the Confidential Information of the Disclosing Party or any portion thereof without the prior written consent of Disclosing Party except for the purpose of exercising its rights or performing its obligations under this Agreement. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, consultants, and agents who are bound by obligations of confidentiality no less protective than those set forth in this Agreement and Receiving Party shall be responsible for any unauthorized disclosure of any Confidential Information by such persons as if Receiving Party had made such unauthorized disclosure itself. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information to

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the extent required by law so long as the Receiving Party gives the Disclosing Party prompt written notice prior to the disclosure and reasonable assistance in limiting disclosure or obtaining a protective order. Consultant may also disclose this Agreement to actual and potential investors and funding sources who agree to hold it in confidence. The Receiving Party agrees to take steps designed to protect the Disclosing Party's Confidential Information that are substantially similar to those it takes to protect its own proprietary information (but not less than reasonable care) from unauthorized disclosure. Receiving Party shall promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information. Upon any termination or expiration of this Agreement, and after a minimum ninety (90) day holding period, the Receiving Party will destroy or permanently obfuscate all of the Disclosing Party's Confidential Information in its possession. This Section and the obligations set forth hereunder shall survive termination of all Subscription Services subject to this Agreement.

The parties acknowledge that the Village is a unit of local government subject to the Freedom of Information Act (FOIA), 5ILCS 140 et seq. The parties acknowledge and agree that Village will fully comply with its obligations under FOIA without further notice.

Data Privacy. Each party shall comply with Applicable Law with respect to data privacy and data protection ("Applicable Data Privacy Law"). Village (i) may only upload, transmit, or store Standard Personal Information through the Subscription Service; (ii) shall not upload, transmit or store any Sensitive Data through the Subscription Services; and (iii) shall not, without Consultant's prior written consent, upload, transmit or store any information that may be deemed personal data or personal information of any individual person by Applicable Law (including but not limited to the California Consumer Privacy Act, Gramm-Leach-Bliley Act, Health Insurance Portability and Accountability Act of 1996, and Family Educational Rights and Privacy Act) through the Subscription Services other than Standard Personal information that is expressly requested in a data field specified by the Subscription Services. Either party shall notify the other party within 72 hours in relation to the receipt of any complaint, notice, or communication received from any regulatory authority or individual which relates directly or indirectly to the processing of the Standard Personal Information or to either party's compliance with Applicable Data Privacy Law. Depending on the location of the Village and its Users, the following provisions may also apply:

- (a) California. This clause shall apply if Village has Users located in California. For purposes of the California Consumer Privacy Act ("CCPA"), Village acknowledges and agrees that Consultant is a "service provider" as defined in the CCPA and its regulations and is receiving the Standard Personal Information for a business purpose. As a service provider, Consultant may use the Standard Personal Information provided by the Village (i) to process or maintain Village personal information received through the Subscription Services in compliance with this Agreement; (ii) for internal use by Consultant to build or improve the quality of the Subscription Services, provided that Consultant's use of the Standard Personal Information does not include building or modifying household or consumer profiles to use in providing services to another business, or correcting or augmenting data acquired from another source; or (iii) to detect data security incidents, or protect against fraudulent or illegal activity. If any consumer (as defined under the CCPA) sends a request to exercise rights under the CCPA to Consultant, Consultant shall refer the consumer to the Village and inform the

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consumer that the request cannot be acted upon because the request has been sent to a service provider.

- (b) EEA, Switzerland and the United Kingdom. This clause shall apply if Village has Users located in any of the European Economic Area, Switzerland and the United Kingdom. For purposes of the General Data Protection Regulation (“GDPR”), Village acknowledges and agrees that Consultant is a “data processor” as defined under the GDPR. If Village transmits or stores any Standard Personal Information that originates from within the EEA, Switzerland or the United Kingdom to or through the Subscription Services, the terms of Consultant’s Data Processing Addendum located at <https://www.onsolve.com/legal/DPA/> (“DPA”) shall apply and be incorporated into this Agreement upon the Effective Date.

14. Professional Standard Representations and Disclaimer: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
- A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
- B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant’s behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
- A. Mutual Representations. Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into the Agreement and any Order Form or statement of work, and (ii) when executed and delivered by such party, the Agreement and any applicable Order Form or statement of work will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
- B. Subscription Services Warranty. OnSolve represents and warrants that the Subscription Services shall materially perform in accordance with the applicable Documentation. For any material breach of a warranty, Village’s exclusive remedy shall be termination for material breach.
- C. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION, ONSOLVE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (IN FACT OR BY OPERATION OF

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LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER INCLUDING THAT THE SERVICES OR THE DOCUMENTATION ARE ERROR-FREE OR THAT OPERATION OR USE OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. ONSOLVE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. THE SUBSCRIPTION SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ONSOLVE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS AND SHALL NOT HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SUBSCRIPTION SERVICES TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ONSOLVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

- D. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- E. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- F. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- G. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
- H. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- I. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
- J. Acceptable Use Policy. The Village shall and shall ensure that its and its Affiliates' Users use the Subscription Services in accordance with all Applicable Laws and the OnSolve Acceptable Use Policy located at <https://www.onsolve.com/legal/aup/>.
- K. OnSolve may suspend Village's access to and use of the Subscription Services: (i) effective immediately upon notice if Village shall be in breach of the license limitations or the Acceptable Use Policy or if OnSolve reasonably determines that any users' use of the Subscription Services

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is causing immediate and ongoing harm to OnSolve or others; or (ii) if payment of any portion of the fees is not received by OnSolve within fifteen (15) days after OnSolve notifies Village that payment is past due. OnSolve shall promptly notify Village of any suspension and the parties shall diligently attempt to resolve the issue. Any such suspension shall not modify or lengthen the Term hereof or of any then current order form, nor shall any rights or obligations hereunder be waived during the suspension period.

15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. ~~Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL); Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.~~
17. Reserved. Equal Employment Opportunity: ~~The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.~~
18. Reserved. Certifications: ~~By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug free workplace as required by and shall otherwise comply with the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).~~
19. Project Documentation: ~~Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the~~

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~~Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation. Reserved.~~

20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.
21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding

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the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.

26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

OnSolve, LLC

VILLAGE OF ORLAND PARK

By: E-SIGNED by Larry Grimm
on 2024-07-09 16:24:50 GMT

By: E-SIGNED by George Koczvara
on 2024-07-11 15:12:48 GMT

Name: Larry Grimm

Name: George Koczvara

Its Corporate Controller & Authorized Agent Title: Village Manager

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EXHIBIT A

[ATTACH]

Scope of Work as set forth in Consultant's Proposal Q-659007 dated June 1, 2024.

EXHIBIT B

[ATTACH IF REQUIRED]

Schedule of Fees

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EXHIBIT A



ORDER FORM QUOTE #659007

This Order Form documents the purchase of Subscription Services and other Services being purchased by the customer listed below ("Customer") from OnSolve, LLC ("OnSolve"), and is entered into as of the date the Customer signs (the "Effective Date").

Initial Term: 3.00 year(s) commencing on the Service Start Date

Renewal Term: 1.00 year(s)

Service Start Date: June 01, 2024

Customer Information	Company Name:	Village of Orland Park, IL
	Street Address:	14700 South Ravinia Avenue
	City, State, Zip, Country:	Orland Park, IL, 60462, US
Billing Contact Purchase Order Number	Company Name:	Village of Orland Park, IL
	Name:	Steve Sutherland
	Street Address:	14700 South Ravinia Avenue
	City, State, Zip, Country:	Orland Park, IL, 60462, US
	Phone:	7083648114
	Email:	ssutherland@orlandpark.org
Primary Contact <i>Note: this contact will be setup in the Services as an Administrator.</i>	Name:	Michael Flannery
	Title:	Information Systems Analyst
	Phone:	708-364-4950
	Email:	mflannery@orlandpark.org

Subscription Service Fees

Critical Communications

Item/Description	Order Term	Qty	Annual Price**	Term Total
CodeRED Standard Renewal	06/01/2024 - 05/31/2027	1	\$24,255.00	\$72,765.00
CodeRED Weather Warning	06/01/2024 - 05/31/2027	1	\$0.00	\$0.00

Item/Description	Order Term	Qty	Annual Price**	Term Total
Critical Communications Subscription Fees				\$72,765.00

ORDER TOTAL	\$72,765.00
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Annual Fees

Year 1 Subscription Fees + Non-Recurring Service Fees	\$24,255.00
Year 2 Subscription Fees	\$24,255.00
Year 3 Subscription Fees	\$24,255.00

**The fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the fees displayed above, and are the true and binding totals for this order.

All pricing is in US Dollars unless otherwise specified

The Subscription Service above includes the plan and terms set forth in the document previously signed by the Customer (the "Terms"). Except as expressly amended hereby, the Terms shall continue in full force and effect. In the event of a conflict between this document and the Terms, this document shall control. Capitalized terms not defined herein shall have the definitions ascribed to them in the Terms.

Village of Orland Park, IL

By: E-SIGNED by George Koczvara
on 2024-07-11 15:12:45 GMT

Name: George Koczvara

Title: Village Manager

Date: July 11, 2024

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Steven Moseley
(Enter Name of Person Making Certification)

as Accounting Coordinator
(Enter Title of Person Making Certification)

and on behalf of OnSolve, LLC, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes [] No []

Federal Employer I.D.#: (FEIN) 45-3191493
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation DE - 2013605984 01/01/24
(State of Incorporation) (Date of Incorporation)

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

- Minority-Owned [] Small Business [] ([SBA standards](#))
- Women-Owned [] Prefer not to disclose []
- Veteran-Owned [] Not Applicable []
- Disabled-Owned []

How are you certifying? Certificates Attached [] Self-Certifying []

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- Minority-Owned [] Small Business [] ([SBA standards](#))
- Women-Owned [] Prefer not to disclose []
- Veteran-Owned [] Not Applicable []
- Disabled-Owned []

3) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) SEXUAL HARRASSMENT POLICY: Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for

compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) **TAX CERTIFICATION:** Yes No

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Steven Moseley

Signature of Authorized Officer

Steven Moseley

Name of Authorized Officer

Accounting Coordinator

Title

05/07/24

Date

Liability Insurance**Endorsement**

Policy Period OCTOBER 3, 2023 TO OCTOBER 3, 2024
Effective Date OCTOBER 3, 2023
Policy Number 3604-45-25 DTO
Insured VCECN HOLDINGS, LLC

Name of Company FEDERAL INSURANCE COMPANY
Date Issued NOVEMBER 24, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

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Liability Endorsement (continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

ONSOLVE VIETNAM COMPANY LIMITED

All other terms and conditions remain unchanged.

Authorized Representative



Conditions

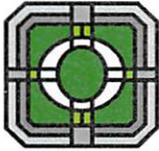
(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

This condition does not apply to medical expenses.



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2024-0298

File ID: 2024-0298	Type: MOTION	Status: PASSED
Version: 0	Reference:	Controlling Body: Board of Trustees
		File Created Date : 04/09/2024
Agenda Entry: Renewal for the Code Red Emergency Notification		Final Action: 04/15/2024

Title: Renewal for the Code Red Emergency Notification

Notes:

Sponsors:	Res/Ord Date:
Attachments: On Solve Quote #Q-659007	Res/Ord Number:
Drafter:	Hearing Date:
Department	Effective Date:
Contact:	

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Police Department	04/09/2024	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	04/15/2024	APPROVED				Pass

Text of Legislative File 2024-0298

..Title
Renewal for the Code Red Emergency Notification

History

The Code Red Emergency Notification System annual service is due for renewal. Staff is requesting approval in the amount of \$72,765.00 for this service effective June 1, 2024 to May 31, 2027. The annual cost is \$24,255.00 for this service.

CodeRED is an ultra-high-speed voice communication service for emergency notifications. The system allows us to call all our targeted areas of the village in case of an emergency or urgent situation that requires immediate attention. Our contract also allows us to use the system for general or non-emergency notifications. The Code Red system uses a phone number database to contact residents and businesses within the village with a voice message and will also dispatch and email message and/or text message to residents and businesses that provide this additional information when they

register.

Financial Impact

Funds in the amount of \$25,000.00 is budgeted for the Code Red Emergency Notification annual service in account 1005010-442620.

Recommended Action/Motion

I move to approve the Code Red Emergency Notification System Service for a period of three (3) years at a cost not to exceed \$24,255.00 per year;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.