

RESOLUTION NO. R-2021-39

**A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF
AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN WL NETWORKING, LLC AND THE VILLAGE OF MAYWOOD
RELATIVE TO LIMITED INFORMATION TECHNOLOGY SERVICES**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village") desire to enter into "An Independent Contractor Agreement for Professional Services Between WL Networking, LLC and The Village of Maywood Relative To Limited Information Technology Services" (the "Agreement"), including, but not limited to, boxcast/live stream capabilities for chamber meetings, government access channel, enhanced website, and phone system support and such other assignments agreed to in writing by the Village Manager and the Consultant. A copy of the Agreement is attached hereto as Exhibit "1" and made a part hereof; and

WHEREAS, WL Networking, LLC (the "Consultant") is an Information Technology (IT) consulting company that has experience in providing IT services to its clients and desires to enter into the Agreement to serve in the role of IT consultant to the Village. The Consultant will be an independent contractor and not a Village employee; and

WHEREAS, the Scope of Services to be performed by the Consultant under the Agreement are set forth at Exhibit "A" of the Agreement and the annual Fee for Services is \$37,200.00. The annual Fee for Services shall be earned and payable for actual completed services rendered on a prorated 365 day basis and shall be invoiced on a monthly basis (e.g., \$37,200.00 per year; \$3,100.00 per month; \$101.92 per day); and

WHEREAS, the President and Board of Trustees of the Village, a home rule Illinois municipal corporation, have the authority to enter into the attached Agreement pursuant to their home rule powers and statutory contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970 and Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), and find that entering into the Agreement is in the best interests of the Village, its residents, business owners and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the final version of an agreement entitled

“Independent Contractor Agreement for Professional Services Between WL Networking, LLC and The Village of Maywood Relative To Limited Information Technology Services”, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. A copy of the Agreement is attached hereto as **Exhibit “1”** and made a part hereof.

SECTION 3: The President and Board of Trustees of the Village of Maywood authorize and direct the President, the Village Clerk or the Village Manager, or their designees, to execute the attached Agreement and such other documents as are necessary to fulfill the Village’s obligations under the Agreement, and further authorize the payment of all expenses and costs that are necessary to fulfill the Village’s obligations under the Agreement.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 19th day of October, 2021, pursuant to a roll call vote as follows:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: None

APPROVED this 19th day of October, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Exhibit "1"

**AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN WL NETWORKING, LLC AND THE VILLAGE OF MAYWOOD
RELATIVE TO LIMITED INFORMATION TECHNOLOGY SERVICES**

(attached)

**AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN WL NETWORKING, LLC AND THE VILLAGE OF MAYWOOD
RELATIVE TO INFORMATION TECHNOLOGY SERVICES**

This **INDEPENDENT CONTRACTOR AGREEMENT** (the "Agreement") is made this ___ day of October, 2021, by and between the Village of Maywood (the "Village"), an Illinois municipal corporation, with its principal office at 40 Madison Street, Maywood, Illinois 60153, and WL Networking, LLC (the "Consultant"), for purposes of the Consultant providing certain information technology services to the Village in the role of information technology consultant. The Village and the Consultant are at times referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Village and the Consultant are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970 and Section 8-1-7(b) of the Illinois Municipal Code (65 ILCS 5/8-1-7(b)).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged, and pursuant to the Village's statutory authority and powers, the Parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant to perform the following professional services, as identified below (the "Services"):

Consultant Name ("Consultant")	<u>WL Networking, LLC</u>
Address	<u>1136 N. Erickson Drive</u>
City, State, Zip	<u>Kankakee, Illinois 60901</u>
Phone	<u>312-961-1122</u>
Email	<u>support@wlnetworking.com</u>
Services/Position Description	<u>Information Technology Services \$37,200.00 per year (earned and payable for actual services completed on a prorated 365 day basis and invoices on a monthly basis)</u>
Fee for Services	
Term and Service Completion Date	<u>subject to termination per Section 6.C. below</u>

B. Representations of Consultant. The Consultant represents that he/she/it is financially solvent, has the necessary financial resources and adequate, competent support staff, and is sufficiently experienced and competent to perform and complete the Services that are set forth in the **Scope of Services** attached hereto as **Exhibit "A"** ("Services") in a manner consistent with the standards of professional practice, care and diligence practiced by professionals who perform services of a similar nature.

C. Independent Contractor. The Consultant is retained by the Village only for the purposes and to the extent set forth in this Agreement, and the Consultant's relationship to the Village shall, during the term of this Agreement and period of its Services hereunder, be that of an independent contractor.

1. **Non-Exclusive Arrangement.** This Agreement creates a non-exclusive, independent contractor arrangement, and the Village, in its sole discretion, reserves the right to hire other individuals or firms to perform some or all of the Services, in support of or in lieu of the Contractor performing the Services.

2. **Scheduling and Performance of Services.** The Consultant, in its discretion, shall be free to set the schedule regarding the performance of the Services and shall be free to dispose of such portion of the Consultant's entire time, energy and skill during regular business hours when the Consultant is not obligated to devote time to performing his/her/its Services hereunder to the Village, in such manner as the Consultant sees fit and to such persons, firms or corporations as the Consultant deems advisable, provided such scheduling and performance of the Services results in the timely and efficient delivery of the Services without interruption of the Village's and its employees' ability to perform its/their functions and duties.

3. **Skill Level.** It is acknowledged that, at all times, the Consultant is separate and independent from the Village and that the Consultant will utilize a high level of skill necessary to perform the Services assigned to him/her/it under this Agreement.

4. **No Village Employee Status.** The Consultant shall not be considered as having an employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable federal, State, local and other taxes, income taxes or FICA taxes. The Consultant shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village. As an independent contractor, it is the responsibility of the Consultant to file all necessary tax returns (federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in his profession. As an independent contractor, the Consultant agrees that he/she/it is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Agreement is terminated or if he/she/it is injured performing any Services under this Agreement. The Consultant agrees to assume all risk of death, illness and injury relative to performing any Services under this Agreement. The Consultant is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Illinois Worker's Compensation Act (820 ILCS 305/1, *et seq.*).

5. **Equipment.** The Consultant shall provide all of his/her/its own equipment required for the performance of the Services under this Agreement.

6. **Other Work.** The Contractor shall retain the right to perform services for others during the term of this Agreement so long as these Services: (i) are not inconsistent or incompatible with the Contractor's obligations under this Agreement; or (ii) do not violate any provisions of this Agreement.

7. **Certifications and Licensure of Contractor.** The Contractor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise. Failure to notify the

Village Manager of a loss, suspension, expiration or official removal of certification or licensure or the lack of required training shall be grounds for the suspension or termination of this Agreement. Upon request, the Contractor shall submit accurate copies of all pertinent licensure or certifications to the Village Manager, or his/her designee.

8. **No Joint Venture; Partnership.** This Agreement shall not render the Contractor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose. The Contractor is and will remain an independent contractor in its relationship to the Village. The Contractor agrees to exercise the highest degree of professionalism and to utilize its/his/her expertise in providing the Services under this Agreement.

9. **Contractor's Own Insurance.** In accordance with the below provisions of this Agreement, the Contractor, at its own cost, shall obtain and maintain its own liability insurance (including professional liability insurance) relative to any Services that the Contractor and its employees perform under this Agreement. The Contractor's insurance certificates, policies and endorsements shall name the Village and the Village Affiliates (as defined below) as additional insureds for all liability insurance coverages.

10. **Sexual Harassment/Discrimination Policy.** The Contractor shall comply with Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

SECTION 2. SCOPE OF SERVICES.

A. **Services.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services as set forth in the **Scope of Services** attached hereto as **Exhibit "A"**.

B. **Commencement; Term; and Service Completion Date.** The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("Commencement Date"). **The Consultant shall diligently and continuously perform the Services until the completion of the Services or upon the termination of this Agreement, or, if applicable, any portion of the Services or Additional Services shall be completed on or before the "Services Completion Date" as mutually agreed to in writing by the Parties ("Term").** The Parties may mutually agree, in writing, to modify the Term or the Service Completion Date. The Consultant shall be responsible for completion of all work within the Term and by the Service Completion Date, notwithstanding any strike or other work stoppage by employees of either the Consultant or the Village.

C. **Reporting.** Upon request, the Consultant shall report to the Village Manager, or his/her designee, regarding the progress of the Services during the Term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Fee for Services.** The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount stated on Page 1 of this Agreement or such other amount agreed to mutually in writing by the Parties. No claim for additional compensation shall be valid unless made in accordance with Section 3.D. or Section 3.E. of this Agreement. Only the Village Manager, in his/her sole discretion, has the authority to approve additional hours of work beyond the maximum hours of work per week (i.e., additional compensation) under the terms of this Agreement. The annual Fee for Services shall be earned and payable for actual completed services rendered on a prorated 365 day basis and shall be invoiced on a monthly basis (e.g., \$37,200.00 per year; \$3,100.00 per month; \$101.92 per day).

B. **Invoices and Payment.** The Consultant shall submit monthly invoices in an approved Village format to the Village Manager for the actual fees earned and eligible reimbursable costs incurred by the

Consultant in performing the Services through the date of the invoice. The amount billed in each invoice shall be for completed Services (i.e., no prepayment for Services yet to be performed). The Village shall pay to the Consultant the amount billed within thirty (30) calendar days after receiving such an invoice.

C. **Records.** The Consultant shall maintain records showing actual time devoted, type of work performed per classification and actual out-of-pocket costs incurred, shall submit such records in support of its invoices, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement.

D. **Claim for Additional Fees for Services.**

1. The Consultant shall provide written notice to the Village Manager of any claim for additional compensation for Additional Services (defined below), that are outside of the agreed-upon Services listed in **Exhibit "A"** and the agreed-upon monthly Fee for Services stated at Page 1 of this Agreement, that are requested by the Village within five (5) calendar days after the request for Additional Services by the Village.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1. of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation or as the authorization to perform the Additional Services; and (b) any changes in the Fee for Services shall be valid only upon written amendment pursuant to Section 6.J. of this Agreement.

3. Regardless of the decision of the Village Manager relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village Manager, without interruption.

E. **Additional Services.** The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the Village or anyone associated with the Village, except upon the prior written consent of the Village Manager.

F. **Taxes, Benefits and Royalties.** Each payment by the Village to the Consultant includes all applicable federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Services, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use on, or the incorporation into, the Services of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Consultant.

SECTION 4. CONFIDENTIAL INFORMATION, NON-COMPETE AND NON-SOLICITATION.

A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession of or under the control of the Village relating to the technical, business or corporate affairs of the Village; the names, addresses or other personal information of persons who are adults or minors and are also participants and registrants in programs or services offered by the Village; the Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. The Village's Confidential Information shall not include information that can be

demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("Time of Disclosure"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to, or be directly or indirectly exposed to, Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village Manager or his/her designee. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information. Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 4.B. shall survive the termination of this Agreement.

SECTION 5. INSURANCE AND INDEMNIFICATION.

A. Insurance – Village. The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits, for or on behalf of the Consultant relative to his/her/its performance of the Services under this Agreement.

B. Insurance – Consultant. The Consultant, at his/her/its own cost, shall provide all of his/her/its own insurance coverages as applicable to the Services being performed, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits, for or on behalf of the Consultant relative to his/her/its performance of the Services under this Agreement. The insurance coverages shall be written on the comprehensive form and as an "occurrence" policy. The minimum dollar amount of annual coverage for the general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Consultant in writing, but in no case shall such dollar amount of coverages be less than:

- A. Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- B. Umbrella Coverage – \$1,000,000
- C. Property Damage – \$500,000 per occurrence
- D. Errors and omissions insurance or professional liability: \$1,000,000
- E. Workers' Compensation – Statutory

[adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager's discretion].

The Consultant shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Agreement, copies of which are incorporated herein and attached hereto as **Exhibit**

“B” and made a part hereof. The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. All Certificate(s) of Insurance shall contain the following endorsement: “Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village.”

The Consultant’s policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Agreement. Said insurance shall provide that the insurance provided by the Consultant shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Consultant’s insurance. In the event of the cancellation of any insurance policy required herein, or upon the Consultants failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of the Consultant shall be primary to the Village’s own insurance. Notwithstanding any provision in this Agreement to the contrary, the Consultant’s obligations in this Section 5.B. shall survive the termination of this Agreement.

C. Indemnification. To the fullest extent permitted by Illinois law, the Consultant shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the “Village Affiliates”) from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Consultant’s performance of the Services under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the Consultant or anyone or entity directly or indirectly employed by the Consultant for whose acts Consultant may be liable.

To the fullest extent permitted by Illinois law, the Village shall indemnify, defend and hold harmless the Consultant from all claims, demands, lawsuits, actions, costs (including litigation expenses and Consultant’s attorneys’ fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Village’s performance of the Services under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the Village or anyone or entity directly or indirectly employed by the Village for whose acts the Village may be liable.

Notwithstanding any provision in this Agreement to the contrary, the Consultant’s obligations in this Section 5.C. shall survive the termination of this Agreement.

D. Waiver and Assumption of Liability. The Consultant assumes all liability for personal injuries or illness of any kind or death that might occur to himself/herself/itself while acting under this Agreement. The Consultant assumes all liability and responsibility for his\her\its personal property while performing any work or Services under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the Consultant’s obligations in this Section 5.D. shall survive the termination of this Agreement.

E. No Personal Liability. No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement. Notwithstanding any provision in this Agreement to the contrary, the operation of this Section 5.E. shall survive the termination of this Agreement.

SECTION 6. GENERAL PROVISIONS.

A. Conflict of Interest. The Consultant represents and certifies that, to the best of his/her/its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the Term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

B. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1, *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1, *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1, *et seq.* The Consultant represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at Village's option, be null and void.

C. Termination. Either Party may terminate this Agreement at any time for any reason upon written notice to the non-terminating Party. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to the date of the termination notice, provided that the Consultant is not in default under this Agreement.

D. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing and completing the Services, and with all applicable statutes, ordinances, rules and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.* The Consultant shall also comply with all conditions of any federal, State or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/2-105.

2. **Liability for Noncompliance.** The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's or any of its

subcontractors' performance of, or failure to perform, the Services or any part thereof.

3. **Required Provisions.** Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

E. Default. If it should appear at any time that the Consultant has failed or refused to perform, or has delayed in the performance of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within five (5) business days after the Consultant's receipt of written notice of such Event of Default from the Village Manager, or his/her designee, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

F. No Third-Party Agreements Without Village Approval. The Village shall not be liable to any vendor or third party for any agreements of any kind made by the Consultant without the knowledge and approval of the Village Manager.

G. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with direction and such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

H. News Releases. The Consultant shall not issue any news releases, advertisements or other public statements regarding the Services or this Agreement or use the Village's logos or trademarks or service marks without the prior written consent of the Village Manager.

I. Ownership. All documents of any kind, including any photos, reports, information, participant registration lists, team lists, participant consent forms, medical consent forms, and any other data or information, in any form, worked on in cooperation with anyone employed by, retained by or affiliated with the Village or its contractors or prepared, collected or received from the Village by the Consultant in connection with any or all of the Services performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. In consideration of payment of the Fee for Services, the Consultant releases all copyright, proprietary or intellectual property rights in such

Documents that he/she/it produced or prepared and transfers all his/her/its ownership rights in such Documents to the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village Manager.

J. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

K. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other Party.

L. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors and assigns.

M. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) personally; (2) by a reputable overnight courier; or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four (4) business days following deposit in the U.S. mail, via certified mail, return receipt requested, as evidenced by a return receipt. By notice complying with the requirements of this Section 6.M., each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received. Additionally, notices sent by any other means (i.e., facsimile, email, etc.) may be acceptable subject to written confirmation of both the transmission and receipt of the notice.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Chasity Wells-Armstrong, Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153
Phone: 708-450-6301
Email: cwells-armstrong@maywood-il.org

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address: **SEE CONTACT INFORMATION LISTED ON PAGE ONE ABOVE.**

N. Provisions Severable. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

O. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

P. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. Venue for any litigation shall be in the Circuit Court of Cook County, Illinois.

Q. Authority to Execute. The Parties both represent that this Agreement has been approved by their respective corporate boards and the persons executing this Agreement have been properly authorized to do so by its corporate authorities.

R. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to this Agreement and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

S. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall be determined to be in its best interests from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

T. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

U. Freedom of Information Act. Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to collect and review the records to decide what information is or is not exempt from disclosure. The Consultant 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) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including, but not limited to, attorneys' 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. Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 6.U. shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of Maywood, and the Consultant have signed this Agreement, and the date of the last signatory will be the effective date of this Agreement and that date has been entered on the first page of this Agreement.

VILLAGE OF MAYWOOD,
an Illinois municipal corporation

Consultant:
WL NETWORKING, LLC

BY: _____
Nathaniel George Booker
Village President

BY: _____
Wade LeBeau
President

Date: _____, 2021

Date: _____, 2021

ATTEST: _____
Gwaine Dianne Williams
Village Clerk

ATTEST: _____
Name: _____
Title: _____

Date: _____, 2021

Date: _____, 2021

Exhibit "A"

SCOPE OF SERVICES

The Consultant shall be available on 7 day a week, 24 hour a day basis to provide technical assistance and system administration to the Village of Maywood. The Consultant will be responsible for troubleshooting and maintaining the computer networks, and preparing Village officials and staff for future technology enhancements. A sample of specific tasks to be performed includes:

- Design, implement and support the Village's multi-platform Wide Area Network and/or Local Area Network.
- Coordinate system security, including inventorying passwords and user names and supporting security software.
- Install and maintain malware software.
- Train personnel on use of computers and software, except where otherwise provided by proprietary suppliers.
- Prepare an inventory of the Village's hardware and software applications; document the Village's various systems and periodically update the documentation.
- Design and prepare for all software applications and programming modifications, except where exception is made by software or hardware supplier.
- Troubleshoot hardware and software problems; as necessary, repair and maintenance of Village-supplied computers and networks and peripherals; where problems involve work to be done by proprietary software/hardware providers, coordinate work; use best efforts for continual operation of computer systems, even in response to emergency situations.
- Provide a secure system file backup for PC operations, including restoring databases in case of system malfunction.
- Monitor network security and usage, including documentation of information system processes and procedures; maintain website exclusion software to prevent access to inappropriate sites.
- Assist in the maintenance and troubleshooting problems with the Village's telephone system.
- Perform general maintenance on all software packages, except where proprietary exclusion has been taken by the software supplier.
- Coordinate problem-solving with software vendors; contact support hotlines to resolve problems.
- Set up initial files, directories and security to accommodate department needs (i.e., installation of peripherals, user files, etc.).
- When the Village purchases new computer equipment and software, install hardware, software and peripherals per the manufacturer's directions.
- Provide recommendations on solutions to issues, including cost estimates for repairs.
- Research, evaluate and advise of enhancements to and new releases of hardware and software technologies.
- Establish, communicate and/or monitor hardware and software standards.
- Assist with hardware and software purchases, including budget preparations.
- Support installation and maintenance of in-car mobile data terminals and laptop computers in police squad cars.
- Assist in the retrieval of video from business establishments and Village leased video systems; copy to medium for presentation by law enforcement; ensure video is operational.
- Configure and troubleshoot Village cellular telephones for Village officials.

- Assist in the resolution of problems with computer hardware and software for elected officials with at-home installations.
- Recommend additional consulting support services, when necessary.

Exhibit "B"

Insurance Certificates

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2021-39

**A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF
AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN WL NETWORKING, LLC AND THE VILLAGE OF MAYWOOD
RELATIVE TO LIMITED INFORMATION TECHNOLOGY SERVICES**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 19th day of October, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 19th day of October, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 20th day of October, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]