

RESOLUTION NO. R-2023-17

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
CHANGE ORDER NO. 2 TO MASTER SERVICES AGREEMENT, ADDENDUM TO AGREEMENT,
INSTALLMENT PAYMENT AGREEMENT AND STATEMENT OF WORK WITH IMPACT NETWORKING, LLC
FOR IT SUPPORT SERVICES, AND PURCHASE AND MAINTENANCE OF IT EQUIPMENT
(Software Licensing Upgrades for Access to Government Community Cloud)**

WHEREAS, with the approval of Resolution No. R-2022-57 on December 6, 2022, the President and Board of Trustees of the Village of Maywood, Illinois (the “Village” or “Village Board”) hired Impact Networking, LLC (“Impact”) to provide IT Support Services and supply hardware, software and other technology equipment and to provide maintenance services of such equipment (the “Services”) necessary to assist the Village with its upgrading of its IT equipment and platforms in accordance with the terms set forth in the Master Services Agreement, Addendum to Agreement, Installment Payment Agreement and Statement of Work (collectively the “Agreement”). Copies of Resolution No. R-2022-57 and the Agreement are on file with the Village Clerk’s Office and are incorporated herein by reference; and

WHEREAS, the Village Board and Impact agree to enter into Change Order No. 2 to the Agreement for purposes of purchasing and maintaining certain software licenses and tenants and domains to meet government compliance regulations in order to allow the Village to access and operate within the Government Community Cloud (“Software Licensing Upgrades”). A copy of Change Order No.2 to the Agreement is attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, the additional costs of the Software Licensing Upgrades payable by the Village to Impact, as set forth in Change Order No. 2, equals **\$ 3,869.00 per month** or **\$ 46,428.00 per year**; and

WHEREAS, the President and Board of Trustees of Village of Maywood, a home rule Illinois municipal corporation, have the authority to approve and enter into the attached Change Order No. 2 to the Agreement (Exhibit “A”) pursuant to their home rule powers and contracting authority provided by Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of Article VII (Local Government) of the Illinois Constitution of 1970, as well as the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7(b)), and find that entering into Change Order No. 2 to the Agreement is in the best interests of the Village, its employees, residents, business owners, property 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: Incorporation. 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: Approval of Document(s). The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the attached Change Order No. 2 to the Agreement, which is marked as Exhibit “A” and made a part hereof, and authorize and direct the President and Clerk of the Village of Maywood, or their designees, to execute the final version of Change Order No. 2 to the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 3: Approval of Financial Obligations and Other Documents. The Board of Trustees further authorize and direct the President and Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under Change Order No. 2 to the Agreement, and to pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village direct the Village Clerk's Office to forward a certified copy of this Resolution and a fully executed copy of Change Order No. 2 to the Agreement to Impact for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this day 14th of March, 2023, pursuant to a roll call vote as follows:

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

NAYS: None

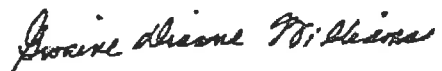
ABSENT: Trustee A. Sanchez

APPROVED this 14th of March, 2023, by the Village President of Maywood, and attested by the Village Clerk on the same day.



Nathaniel George Booker, Village President

ATTEST:



Gwaine Dianne Williams, Village Clerk



Exhibit "A"

**Change Order No. 2 to the Agreement
(Software Licensing Upgrades for Access to Government Community Cloud)**

(attached)



Impact Networking, LLC

13875 West Boulton Blvd.
Lake Forest, Illinois 60045

866.652.0082 / 847.785.2251 fax
www.ImpactMyBiz.com

Supplement to Installment Payment Agreement ("Supplement")

Client Information

Village of Maywood

COMPANY NAME (FULL LEGAL NAME)

40 Madison St

ADDRESS

Maywood

CITY

IL

STATE

60153

ZIP

MASTER AGREEMENT NUMBER

APPLICATION NUMBER

50050447706

AGREEMENT NUMBER

Terms and Conditions

THE TERM "MASTER AGREEMENT" MEANS THE PRIOR INSTALLMENT PAYMENT AGREEMENT ("IPA") BETWEEN YOU AND US, WHICH IPA IS IDENTIFIED IN OUR (OR OUR ASSIGNEE'S) RECORDS BY THE REFERENCED "MASTER AGREEMENT NUMBER AT LEFT." This Supplement, together with the preprinted terms of the Master Agreement, which are incorporated herein by this reference, constitutes an agreement (the "Agreement") between you and us with respect to the Installment payments payable hereunder, separate and distinct from the Master Agreement itself. You agree that your obligations under this Agreement shall commence on the date we accept this Agreement, as evidenced by our signature hereon. By signing this Supplement, you agree that: (a) you have read and understand the terms and conditions of this Supplement and the Master Agreement, (b) this Agreement cannot be terminated or cancelled for any reason, (c) you shall have an unconditional obligation to pay to us (or our assignee) all of the payments called for under this Agreement (consisting of the monthly payment amount shown hereon, payable each month for the number of months indicated as the "term" of this Agreement, plus such other amounts as are payable under the Agreement), and (d) you will not assert against our assignee(s) any right of set-off or any defense assertable against us or anyone else; even if: (i) you do not receive some or all of the services and/or goods described below (the "Products"), (ii) the Products are received by you, but not on a timely basis, or (iii) the Products do not perform as warranted, at the time of your receipt or thereafter, or are ineffective, or there is any other nonconformity in any such Products. You agree that our assignee will have none of our obligations. All other terms and conditions of the Master Agreement (as amended) remain in full force and effect. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" (if applicable) under the UCC, is the paper copy hereof bearing (x) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Supplement, and (y) our original signature. If any provision in this Supplement conflicts with a provision in the Master Agreement, the provision in this Supplement shall control.

Product Description

See MIT Agreement Change Order for Supported Items Changes (Service Only)

Tenant Migration Bundle

User Migration

Quantity	Serial Number	Location
1		
210		
-200		

Term and Payment Schedule

IPA Term (months)	IPA Monthly Payment
54	\$ 3,869.00

By signing below, Obligor requests and authorizes Impact's assignee to fund impact for all of the payments assigned by Impact to its assignee and all of the Equipment and Software Included in the Products, notwithstanding that some or all of the Products (including Services) may have not yet been delivered or performed and that Obligor's obligations under this Agreement are non-cancellable, absolute and unconditional, and Obligor cannot withhold, set off or reduce such payments for any reason, including non-performance of Services or delivery of Products. Obligor requests that Impact's assignee pay Impact and Obligor acknowledges that monthly payments will commence.

Client agrees to pay at the time of signing this Supplement:	
Total Number of Advances: (months)	
Total Advance IPA Payment:	\$ 0.00
One-Time Documentation Fee:	\$ 0.00
Total Due:	\$ 0.00

Impact Networking, LLC

Obligor

ONCE YOU SIGN THIS SUPPLEMENT AND WE ACCEPT IT, THIS SUPPLEMENT WILL BE NON-CANCELABLE FOR THE FULL TERM.

Authorized Signature _____ Date Signed _____

Authorized Signature _____ Date Signed _____

Printed Name _____

Printed Name _____

Title _____

Title _____



Impact Networking, LLC

13875 W. Boulton Blvd.
Lake Forest, IL 60045

866.652.0082/847.785.2251 fax
ImpactMyBiz.com/Support

Managed IT Services

Agreement - Change Order

Client Information

Village of Maywood
 COMPANY NAME
 40 Madison St
 ADDRESS
 Maywood
 CITY
 Jim Krischke
 CONTACT
 jkrischke@maywood-il.org
 EMAIL

VO36
 CUSTOMER ID
 60153
 STATE ZIP
 IL 60153
 PHONE FAX
 708-261-3416

Note

Effective as of the client signature date, your payment on the Lease/Contract specified above shall be modified by the Adjustment Amount which represents a modification to your Services. All terms, conditions, and support agreements in original contract still apply.

Authorization

CLIENT AUTHORIZED SIGNATURE

IMPACT NETWORKING, LLC AUTHORIZED SIGNATURE

PRINT NAME DATE

PRINT NAME DATE

Office Use Only

CLIENT NUMBER	CHANGE ORDER NUMBER	DATE REQUESTED	DATE EFFECTIVE	REFERENCE NUMBER
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Contract Information

IT-50050447706-M1	50050447706	12/01/2022
ORIGINAL CONTRACT NUMBER	ORIGINAL LEASE NUMBER	ORIGINAL CONTRACT DATE
		Included
		ADJUSTMENT AMOUNT

D31041 - Microsoft 365 GCC Migration
DESCRIPTION

Supported Item Changes

CompleteCare Users	43
Exchange Online (Plan 1) for GCC	61
Microsoft 365 G3 GCC	149
M365 Business Standard License	-167
Backupify Per Seat License (10 Minimum)	43
KnowBe4 Platinum License	43
Proofpoint Essentials Professional	43
24/7 Service Desk	Added



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Lake Forest, IL 60045
866.652.0082/847.785.2251 fax
ImpactMyBiz.com/Support

Managed IT Services

Agreement - (SaaS) Solution 1

Client Information

Village of Maywood

COMPANY NAME
40 Madison St
ADDRESS
Maywood
CITY
Jim Krischke
CONTACT
jkrischke@maywood-il.org
EMAIL
708-261-3416
PHONE
IL
STATE
60153
CUSTOMER ID
VO36
ZIP

Contract Term Length

Number of Months 54

Description

Office 365, Annual commitment, Government Community Cloud

O365 Annual Commitment

Annual Subscriptions to Microsoft 365 licensing require a 1 year financial commitment during which no refunds are possible. Microsoft 365 licenses can be added to a Subscription at any time. Reducing licenses is possible though no refunds are possible. Reducing licenses without financial penalty can take place at the Subscription's renewal period.

Notes

Solution Monthly Items

Table with 4 columns: DESCRIPTION, OUTCOST, QTY, TOTAL. Includes rows for 'Exchange Online (Plan 1) for GCC' and 'Microsoft 365 G3 GCC'.

Solution Total

(Monthly Item Total) Monthly: Include
Included in Monthly: Include

Authorization

CLIENT AUTHORIZED SIGNATURE
IMPACT NETWORKING, LLC AUTHORIZED SIGNATURE
PRINT NAME DATE PRINT NAME DATE



Impact Networking, LLC

13875 W. Boulton Blvd.
Lake Forest, IL 60045

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Managed IT Services Agreement - Project 7

Client Information

Village of Maywood
COMPANY NAME
40 Madison St
ADDRESS
Maywood
CITY
IL
STATE
60153
CUSTOMER ID
VO36
ZIP
Jim Kirschke
CONTACT
708-261-3416
PHONE
jkrischke@maywood-il.org
EMAIL

Project Information

Other Project MIT-CompleteCare
TYPE CONTRACT CODE
D31041 - Microsoft 365 GCC Migration
DESCRIPTION

Notes

Products & Services

Table with columns: DESCRIPTION, PRICE Included, QUANTITY, TOTAL Include. Rows include Tenant Migration Bundle and User Migration.

Total

Summary table with rows: Subtotal, Freight, Total (tax not included) and corresponding Include values.

Authorization

CLIENT AUTHORIZED SIGNATURE
IMPACT NETWORKING, LLC AUTHORIZED SIGNATURE
PRINT NAME DATE PRINT NAME DATE



Impact Networking, LLC

13875 W. Boulton Blvd.
Lake Forest, IL 60045

866.652.0082/847.785.2251 fax
ImpactMyBiz.com/Support

Managed IT Services

Agreement - Project 7

Sales Order Terms and Conditions

1. This order shall not be binding on Impact Networking, LLC ("Impact") until approved by a duly authorized representative of Impact.
2. Delivery to the place of shipment specified herein shall constitute delivery to Buyer. All risks of loss or damage in transit to the place of shipment specified herein shall be borne by Impact. Client cannot unreasonably withhold, deny or refuse acceptance delivery of the Products ordered after the execution of this Sales Order.
3. Impact reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments.
4. Impact shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Impact's control including without limitation strikes, lockouts, other labor difficulties, fires, embargoes, pandemics, epidemics, war or other outbreak of hostilities, inability to obtain equipment, supplies or shipping space, machinery breakdowns, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond Impact's control ("Force Majeure").
5. In the event that a specified Product listed in this Sales Order or the related Statement of Work becomes unavailable or cannot be timely supplied by the Impact (except where attributable to a Force Majeure), Impact will identify a substantially similar product as a substitute, which may replace the original Product.
6. Impact reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient by Impact.
7. All claims of Buyer relating to the goods covered by this order shall be deemed waived unless made in writing and delivered to Impact within ten days after receipt of goods by Buyer.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, the duly elected and qualified Village Clerk of the Village of Maywood, Cook County, Illinois, certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. R-2023-17

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
CHANGE ORDER NO. 2 TO MASTER SERVICES AGREEMENT, ADDENDUM TO AGREEMENT,
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which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting held on the 14th of March, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 14th day of March, 2023.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Maywood was taken by the Ayes and Nays and recorded in the Journal of Proceedings 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) S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: Trustee A, Sanchez

I do further certify that the original Resolution, of which the attached 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 15th day of March , 2023.

Gwaine Dianne Williams

Gwaine Dianne Williams, Village Clerk

[SEAL]

