

## BARRINGTON HILLS POLICE DEPARTMENT

### OFFICE MEMORANDUM

<b>To:</b>  Chief Semelsberger <i>JS 800</i>	<b>From:</b>  Deputy Chief Colditz
<b>Subject:</b>  DLS Internet Services Agreement	<b>Date:</b>  April 17, 2015

Chief,

In 2011, the Department began using DLS Internet of Lake in the Hills, Illinois to provide a T1 data line. Since the expiration of the original one-year contract, DLS has continued to provide service on a 'month to month' basis at the original rate of \$318.53 per month; however, DLS has recently notified the Department that a lower rate of \$250 per month can be secured with a new one-year agreement, which I have attached for your review.

I do not foresee that the Department will change providers/service in the next 12 months and therefore see no reason not to secure the lower rate.

**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A DEDICATED INTERNET CONNECTION CONTRACT AND SERVICE LEVEL AGREEMENT WITH DLS INTERNET SERVICES**

**WHEREAS**, the Village of Barrington Hills (the “Village”) is a home-rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois, and as such is authorized to take all reasonable action pertaining to its affairs in accordance therewith; and

**WHEREAS**, the Village Police Department is currently utilizing the dedicated internet connection services of DLS Internet Services; and

**WHEREAS**, the DLS Internet Services has offered the Village Police Department decreased rates in exchange for the execution of a Dedicated Internet Connection Contract and Service Level Agreement (the “Agreement”) which Agreement is attached hereto as Exhibit A; and

**WHEREAS**, Village Police Department staff is very satisfied with the current performance and services of DLS Internet Services and recommends that the Village enter into the Agreement to procure discounted rates; and

**WHEREAS**, based on staff recommendation, the President and Board of Trustees has determined execution of the Agreement with DLS Internet Services for the reasons and at the cost set forth in Exhibit “A” is in the best interests of the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Barrington Hills, a home-rule municipality, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as follows:

**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** The Village President is authorized to execute the Agreement attached hereto as Exhibit “A,” and the Village Clerk to attest thereto.

**SECTION THREE:** This Resolution shall take effect immediately upon its passage and approval as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 27th day of April, 2015.

Ayes:\_\_\_\_\_ Nays:\_\_\_\_\_ Absent:\_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Deputy Village Clerk

## Dedicated Internet Connection Contract and Service Level Agreement

*Date: 3/25/2015*

The services agreement between below named Customer and DLS Internet Services ("DLS") (collectively referred to as the "Parties") establishes the terms and conditions under which DLS will provide communications, consulting, transport, transit, equipment, or host machine services which Customer desires to purchase as specified in the Customer Service Order.

	Customer	DLS Internet Services (dba)
<b>Legal Name</b>	Village of Barrington Hills Police Department	DLS Computer Services, Inc.
<b>Address</b>	112 Algonquin Road Barrington, IL 60010	950 Oak Street Lake in the Hills, IL 60156
<b>Contact Title</b>	JoAnne Gumprecht Administrator	Contract Administrator Controller
<b>Phone</b>	(847) 551-3006	847-854-4799
<b>E-mail</b>	jgumprecht@vbhpd.net	<a href="mailto:legal@noc.dls.net">legal@noc.dls.net</a>

**Sales Representative:**

Gerry Vales  
 (847) 854-4799 x239 (ph.)  
 (847) 930-3716 (fax)  
 gvales@noc.dls.net

**1. Glossary.**

- a. **Circuit:** In telecommunication, **data transmission circuit** is the transmission media and the intervening equipment used for the transfer of data between data terminal equipments (DTEs). **Service.**
- b. A **data circuit-terminating equipment (DCE)** is a device that sits between the data terminal equipment (DTE) and a data transmission circuit. It is also called **data communications equipment** and **data carrier equipment**. DCE performs functions such as signal conversion, coding, and line clocking and may be a part of the DTE or intermediate equipment
- c. **Data terminal equipment (DTE)** is an end instrument that converts user information into signals or reconverts received signals. These can also be called tail circuits. A DTE device communicates with the data circuit-terminating equipment (DCE). This term is also generally used in the telecommunications equipment context to designate a network device, such as terminals, personal computers but also routers and bridges, that's unable or configured not to generate clock signals. Hence a PC to PC Ethernet connection can also be called a DTE to DTE communication. This communication is done via an Ethernet crossover cable as opposed to a PC to DCE (hub, switch, or bridge) communication which is done via an Ethernet straight cable.
- d. **Router** is a device that is used to forward data between computer networks
- e. **Demarc:** the demarcation point is the point at which the telephone company network ends and connects with the wiring at the customer premises. A demarcation point is also referred to as the demarc, DMARC, MPOE (minimum point of entry or main point of entry).

**2. Service.**

T1 is a symmetric full-duplex data Service to the Customer premises and is provided over two unbundled copper pairs at the Customer s premises. The downstream bandwidth (from DLS to the Customer) is set to 1.544 Mbps and is equal to the upstream bandwidth (from the Customer to DLS).

**3. Minimum Quantities**

Customer has elected to pay on a monthly basis for the term of this Addendum. The monthly price is set forth in a rate table below for the minimum quantity of the Service. The price includes the monthly service charge for the minimum quantities. The price also includes the nonrecurring charge to initially provision and install the minimum quantities. If Customer elects to

decrease the Service to less than the minimum quantities described in the rate table of this Agreement, Customer will continue to pay the monthly price set forth in the rate table.

#### 4. Service Support

a. Authorized Contacts

DLS provides reliable and secure services by requiring technical support and information requests come only from documented, authorized client-organization contacts. Additionally, in compliance with federally regulated CPNI (Customer Proprietary Network Information) rules, a Customer contacting DLS to submit Customer Service Order request an add, move, or change Service and/or to request information on their account, must provide DLS representative with Customer's Account Number. Account number is not required or verified to open trouble tickets related to service issues, however, any subsequent information/updates or authorization of intrusive testing related to the trouble ticket will require the account number.

Customer shall provide a "contact list" which will contain Administrative and Technical contacts. Administrative and Technical contacts are authorized to request service changes or information, including the contact name, contact e-mail address and contact phone number for each contact but must provide Customer Account number for any CPNI related requests. Requests to change a contact on the list or to change the Codeword must be submitted by the Administrative contact. Requests to replace the Administrative contact shall be submitted via fax or e-mail to DLS technical support on Customer company letterhead. All requests are verified per procedure below.

- Requests for CPNI, configuration information or changes are accepted only from documented, authorized client-organization contacts via email, fax or phone and will require Customer's account number. E-mail and fax requests must be submitted without the account number. Customer contact will be called to verify account number.
- E-mail and fax requests are verified with a phone call to the documented client contact. Phone call requests must be validated with an e-mail request from a documented client contact.

b. Helpdesk

Customers must contact DLS Support to report service trouble or an outage with DLS Technical Support. DLS Technical Support will be available seven (7) days per week; twenty-four (24) hours per day; three hundred sixty-five days (365) days per year. DLS Technical Support provides support for network monitoring, trouble ticket resolution, and fault isolation up to the termination point of DLS provided Equipment.

DLS Technical Support will accept trouble and outage related support calls from any Customer representative. Requests for service changes or information are accepted from any Authorized Contact per conditions and procedures described above in Section 14.1.

DLS reserves the right to delay response on support tickets opened by anyone other than the Authorized Contact.

All communications with Customer will be in the English language.

c. Support Limitations

DLS Technical Support is not responsible for end-user support of issues not directly related to Service. This includes (but is not limited to) Customer operating systems, Customer equipment, or Customer application support.

d. Monitoring

DLS will conduct continuous basic monitoring of Service availability and utilization. DLS will provide 24 x 7 response to Customer or NOC initiated alarms for Service availability issues. Service usage reports will be made available at <http://www.dls.net/>.

e. Notifications

DLS will notify Customer within fifteen (15) minutes of becoming aware of any outage via telephone call except in cases when more than one Customer becomes affected. In the event that Hosted PBX service becomes unavailable for multiple Customers DLS technical support will report status of repair via its service announcements at <http://www.dls.net/>.

f. Maintenance

Maintenance window for disruptive work to service will be limited 12:00 A.M. to 4:00 A.M., Central Daylight Time (CDT), any day with requirement of two (2) business day notification to Customer prior to maintenance.

DLS will send an e-mail notification of such disruptive maintenance to Service to Authorized Contacts of Customer. Once notification is sent to Customer this will be considered a "scheduled maintenance".

DLS reserves the right to perform emergency Service or network maintenance as needed outside this window, in which case DLS will make a reasonable effort to notify the Customer if feasible under the circumstances. Any such maintenance will be considered an "emergency maintenance" maintenance.

DLS is not liable for maintenance notifications missed due to out-of-dated Authorized Contact information.

#### **5. Service Maintenance.**

DLS will perform routine maintenance as is customary to reasonably maintain the Service as described herein. All such maintenance will be performed at no additional charge to Customer.

#### **6. Payment.**

Customer shall pay DLS non-disputed amounts within thirty (30) days of receipt of invoice from DLS. Customer will be responsible for all recurring and non-recurring charges from the date DLS establishes a connection provided the service is functioning properly. DLS reserves the right to charge interest on all delinquent non-disputed amounts at a rate of two percentage points above the prime rate as established at the Bank One, not to exceed the maximum rate allowed by law.

#### **7. Term.**

**The term of this agreement will be for Twelve (12) months, and, upon the culmination of the Twelve (12) months period, shall, shall automatically revert to month-to-month non-contracted billing rates until either Party terminates or renegotiates the agreement with sixty (60) days written notice**

#### **8. Terms of Service.**

DLS may terminate this Agreement or suspend service hereunder at any time with thirty (30) days written notice upon any failure of Customer to pay non-disputed amounts as provided in this Agreement. Either Party may terminate this agreement without penalty upon

- a. any breach of any material provision of this Agreement continuing for thirty (30) days after receipt of notice thereof;
- b. any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to the other Party;
- c. any governmental prohibition, or required alteration of services to be provided hereunder or any violation of applicable law, rule or regulation. Any termination shall not relieve the other Party of its obligation incurred hereunder prior to such termination.

#### **9. Service Calls.**

At Customer's request, DLS will respond to Customer's premise and attempt to resolve all problems of connectivity. If it is reasonably determined by the Parties that all facilities, systems and equipment furnished by DLS were functioning properly (at the above described service levels), and that the connectivity problem arose from other cause (not the fault of DLS), DLS will recover labor and materials cost for services actually performed at the following rates, which shall be the usual and customary rates for similar services provided by DLS to all Customers in the same locality, Labor (2 hour minimum charge), 7 a.m. to 7.p.m. weekdays / \$125.00 per hour per technician, all other times \$187.50 per hour per technician; and materials (at cost to DLS x 1.15). DLS reserves the right to modify the above rates upon thirty (thirty) days advance notice to Customer, and Customer's acceptance of said rate increase.

#### **10. Service Alterations.**

DLS may make changes in its services, equipment, operations or procedures, including those related to the Service, where such action is not inconsistent with the proper operation of the Service for this Agreement. If any such change can be reasonably expected to render any of Customer's equipment incompatible or otherwise materially affect its use or performance, Customer will be provided written notice at least three (3) months in advance of the change. If Customer determines that the cost of replacing or modifying its equipment or system in order to reestablish computability and maintain uninterrupted Service is unreasonable, Customer may terminate this Agreement without penalty.

**11. Demarc Extension.**

For specific voice and data services, upon Customer's request, DLS will extend the Local Access Loop for up to 25 feet by providing a cross-connect from the Demarc to a Customer-provided industry standard distribution panel or CSU/DSU located in the same room. Charges for this cross-connect will be on a time and material(s) basis. Final charges will not be determined until work is completed and will be billed to Customer within two billing cycles of the completed work.

**12. Equipment and Facilities.**

Customer shall not cause or allow any facility or equipment of DLS to be rearranged, moved, removed, disconnected, altered, or repaired without DLS' prior written consent, where such consent can be reasonably attained. Said consent shall not be reasonably withheld. Customer shall not create or allow any liens or other encumbrances to be placed on any DLS equipment, facility or system arising from any fact, transaction or circumstance relating to Customer. If Customer elects to relocate or otherwise change the place of services after commencement of the installation at said facilities, customer shall pay an additional installation charge for both the original and new location. Said installation charges shall be agreed to in writing before commencement of services. In the event that DLS elects to remove DLS equipment from Customer's premises, (pursuant to sections 4 and 5 herein), Customer will grant DLS reasonable access to do so.

**13. Service Levels.**

DLS will use reasonable efforts to provide 99.9% network availability for the Service measured over a rolling thirty (30) day period. In the event DLS' Service fails to meet these objectives, DLS will implement a thirty (30) day network re-engineering project in order to bring services back within network availability guidelines.

DLS will grant a credit allowance for service interruption calculated in 15 minute increments. A service interruption will be deemed to have occurred only if service becomes unstable to Customer as a result of DLS' facility, equipment or personnel used to provide service in question, and only where the interruption is not the result of:

- a. the negligence or acts of Customer or its agents;
- b. the failure or malfunction of non-DLS equipment or systems not provided by DLS;
- c. an act of God;
- d. a service interruption caused by scheduled (and disclosed) service maintenance, alteration, or implementation. Such credits will be granted only if Customer offers DLS reasonable access to Customer's premises to make appropriate repairs, maintenance, testing, etc.

**14. Facilities Access.**

Customer shall allow DLS reasonable access during regular working hours (with twenty four hours written notice) to Customer's premises to the extent reasonably appropriate to the provision and maintenance of services, equipment, facilities and systems hereunder. Customer shall furnish DLS, at no charge, such equipment space and electrical power as is reasonably determined by the Parties to be required and suitable to render services hereunder.

**15. Service Upgrades**

DLS may use other carrier networks and/or Equipment to provide Customer with equivalent Service. DLS reserves the right to replace Customer Service with equivalent or upgraded Service at any time during contract duration. DLS will make an effort to coordinate any such Service change with the Customer prior to such change. If DLS is unable to coordinate an acceptable time for a Service change with the Customer DLS reserves the right to make such a Service change during a scheduled maintenance window.

**16. Service Provisioning and Turn-Up**

Customer understands that DLS will make commercially reasonable efforts to provision Service. However, provisioning of Service is contingent upon the availability of Service capable local loops to Customer's location being made available to DLS. If no such Service-capable local loop is available to DLS, then Service will not be provisioned and if delivery of the local loop is delayed, then provisioning of Customer's Service and Service Activation Date will be delayed as well.

Customer acknowledges that Customer is responsible for on-site cooperative testing with DLS Network Technician to assist in the test and turn-up.

**17. Billing and Service Activation Date**

Billing for the Service will begin on the Service Activation Date. The Service Activation Date is the date on which the circuit is provisioned and service becomes available and before Customer Premise Equipment is installed but not sooner than the date specified on a Firm Order Commitment (FOC) provided to the Customer by the DLS Order Processing.

All monthly non-usage based charges are billed in advance of monthly billing cycle. Any invoice unpaid for 60 days is subject to 1.5% non-refundable late fee.

Service Setup Fee is due at the time of signing of the contract

## 18. Equipment

This section refers to DCE, DTE or Router used to terminate Customer's end of the Circuit.

### 1.1. Equipment Purchase

Customer can purchase Equipment outright or lease Equipment through DLS or a 3<sup>rd</sup> party.

### 1.2. Equipment Requirements

DLS will define Equipment to be used with Service. DLS maintains a list of compatible Equipment and reserves the right to modify this list of compatible Equipment at any time.

DLS reserves the right to classify previously supported Equipment as "end of sale" or "end of life".

Equipment classified as "end-of-sale" will no longer be sold to a Customer even if Customer had previously purchased that specific Equipment. DLS will make every effort to continue to support Equipment classified as end-of-sale for as long as possible.

DLS reserves the right to reclassify end-of-sale Equipment as end-of-life at no less than six (6) months after such Equipment has been classified as end-of-sale Equipment.

Equipment classified as "end-of-life" will no longer be supported or sold by DLS. If Customer has Equipment that has been classified as end-of-life in Service DLS reserves the right to require Customer to upgrade to supported Equipment at Customer's expense in order to provide Service to Customer. DLS does not relinquish this right even if Equipment was sold to Customer by DLS.

### 1.3. Equipment Configuration

DLS is responsible for all Equipment configuration changes only to meet service specifications. Any custom configuration of the Equipment exceeding service requirements will be billed to the customer at the rates specified in the Customer Service Order.

### 1.4. Equipment Failure

Unless Customer is leasing Equipment from DLS, Customer is responsible for maintaining, operating, supporting and repairing of the Equipment. DLS is responsible for maintaining, operating, supporting and repair of the equipment leased to the Customer by DLS.

## 19. Liability.

Customer shall be liable for any damages to DLS equipment, facility, and system caused by:

- a. negligent or willful acts or omissions of Customer;
- b. malfunction or failure of any equipment or facility provided by Customer or its agents, employees or suppliers.

Customer is responsible for identifying, monitoring, removing and disposing of any hazardous materials (e.g. friable asbestos) prior to any construction or installation work being performed by DLS, and Customer shall indemnify, defend and hold DLS harmless from any claim, suit, loss or expense including fines, abatement charges, legal fees and court costs incurred in connection with hazardous materials on Customers' premises.

DLS' entire liability for any claim, loss, or expense from any cause whatsoever (except negligence) shall in no event exceed sums actually paid to DLS by Customer for the specific service giving rise to the claim.

Notwithstanding the foregoing, neither Party shall be liable, for any indirect, incidental, consequential, punitive or special damages. No action or proceeding against either Party shall be commenced more than one year after the occurrence of the event giving rise to the claim. DLS warrants that for the term of this Agreement, Services will substantially conform to the specifications furnished to Customer by DLS. If, under normal and proper use, the Services fail to perform substantially as specified above, and Customer notifies DLS with the term of this Agreement, DLS will correct such Service degradations or failures without charge to Customer within a reasonable time from the date of notification.

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**20. Transferability.**

Neither Party may assign this agreement without written consent of the other Party (which consent shall not be unreasonably withheld or unduly delayed), except that both Parties may assign their rights and obligations hereunder;

- a. to any subsidiary, parent company, or affiliate of the Party in question;
- b. pursuant to any sale or transfer of the business of either Party;
- c. pursuant to any financing, merger, or reorganization of either Party.

**21. Confidentiality.**

Each Party agrees to maintain in strict confidence all plans, designs, drawings, trade secrets and other proprietary information of the other Party, which is disclosed or discovered pursuant to this Agreement. No obligation of this confidentiality shall apply to the disclosed information which the recipient

- a. already possessed without obligation of confidentiality;
- b. develops independently;
- c. rightfully receives without obligation of confidentiality from a third party

**22. Force Majeure.**

Neither Party shall be liable for any delay or failure in conformance of any part of this Agreement to the extent such delay or failure is caused by flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, Acts of God, inability to secure materials, labor or transportation, acts or omissions of common carrier, or any other causes beyond their reasonable control. Any such delay or failure shall suspend the Agreement until the incident in question ceases and the Term shall be extended by the length of suspension.

**23. Indemnity.**

Customer agrees to indemnify, defend and hold harmless DLS, its officers, directors, employees, agents, parent and affiliated corporations, successors and assigns (collectively, "DLS Indemnified Parties"), from and against any and all loss, damage, liability, and expense (including reasonable attorneys' fees and costs) arising out of any third-party claim, action, or proceeding that is based on activities of Customer contemplated by this Agreement.

DLS agrees to indemnify, defend and hold harmless Customer, its officers, directors, employees, parent and affiliated corporations, successors and assigns (collectively, "Client Indemnified Parties"), from and against any and all loss, damage, liability and expense (including reasonable attorneys' fees and costs) arising out of any third-party claim, action or proceeding, based directly or indirectly on the operation by DLS or its agents of DLS' Services, including without limitation any equipment or facilities, and any claim based on patent, copyright, trademark, trade secret or other third-party proprietary right.

**24. Taxes and Fees.**

In addition to the charges specifically pertaining to DLS's services, Customer is responsible for payment of federal, state and local sales, use and excise taxes, and regulatory fees, where applicable. Such charges include, but are not limited to, the Universal Service Fund Surcharge and the Public Pay Telephone Surcharge. Certain surcharges are subject to change from time to time as ordered by the FCC.

**25. Government.**

This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

**26. Legal Fees.**

In the event of any legal action by either Party to enforce any of the provisions hereunder, then the unsuccessful Party to action shall pay to the prevailing Party therein all court costs and reasonable attorney's fees as fixed or allowed by the court.

**27. Whole Agreement.**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable the remainder of this Agreement shall nevertheless remain unimpaired and in effect.

**Village of Barrington Hills Police Department**

**DLS Internet:**

By:

By:

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Date:

Date:

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## Rate Table

Service	NRC <sup>1</sup>	MRC <sup>2</sup>
<b>T-1 (minimum commitment of 1 circuits)</b>	\$0.00	<b>\$250.00 per circuit</b>
<b>1<sup>st</sup> /29 CIDR block of 6 usable IP addresses</b>	\$0.00	\$0.00

Optional Services (per circuit)	NRC	MRC
<b>Bonding (Inverse Multiplexing or CEF)</b>	\$25.00	\$10.00
<b>QoS Priority Queueing</b>	\$100.00	\$25.00
<b>/29 CIDR block of 6 usable IP addresses</b>	\$0.00	\$25.00
<b>/28 CIDR block of 14 usable IP addresses</b>	\$0.00	\$35.00
<b>/27 CIDR block of 30 usable IP addresses</b>	\$0.00	\$50.00
<b>Router Lease</b>	\$0.00	\$0.00

Labor Rates <sup>3</sup> (optional)	Service Time(s)	Price
<b>Service Call</b>	weekdays from 7:00am – 7:00pm	\$125.00/hour
<b>Service Call</b>	weekdays from 7:00pm – 7:00am, weekends and holidays	\$187.50/hour
<b>Network Consulting Services</b>	weekdays from 7:00am – 7:00pm	\$125.00/hour
<b>Network Consulting Services</b>	weekdays from 7:00pm – 7:00am, weekends and holidays	\$187.50/hour
<b>Wiring or Demarc Extension</b>	weekdays from 7:00am – 7:00pm	\$85.00/hour
<b>Wiring or Demarc Extension</b>	weekdays from 7:00pm – 7:00am, weekends and holidays	\$127.50/hour

<sup>1</sup> Non-Recurring Charges All monthly non-recurring charges listed in this rate table include 100% discount.

<sup>2</sup> Monthly Recurring Charges

<sup>3</sup> All Labor Rates for jobs requiring site visit are subject to 2-hour minimum. Labor services are billed in 15 minute increments per man/hour.

## Instructions and Service Questionnaire

Please return this signed contract, a check for the installation fee and the following information completely filled out to:

DLS Internet Services  
 Attn: Order Processing  
 950 Oak Street  
 Lake in the Hills, Illinois 60156

Primary On-Site Contact:	
Secondary On-Site Contact:	
Technical Contact:	
Building Access Hours:	
Location of Telco Room or Network Point of Presense	
Is key required to access Telco Room ?	Yes [ <input type="checkbox"/> ]      No [ <input type="checkbox"/> ]
If YES, where can the key be obtained ?	
Where will circuit(s) be terminated ?	
What is the distance between termination  location and Telco Room ?	