

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF A SERVICE AGREEMENT  
WITH COMPLEX NETWORK SOLUTIONS OF HICKORY HILLS, ILLINOIS  
FOR SECURITY CAMERA NETWORK MAINTENANCE**

**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 requires consulting assistance with the maintenance of its security camera network; and

**WHEREAS**, Complex Network Solutions of Hickory Hills, Illinois (“Consultant”) has provided such consulting services to the Village since 2012; and

**WHEREAS**, in review of the services required, Village staff recommends execution of a service agreement with Consultant for the service year January 1 through December 31, 2015 due to Consultant’s experience and knowledge of the Village’s security camera network, and the Village’s general satisfaction with the work performed; and

**WHEREAS**, Village staff has negotiated with Consultant to secure a 2015 service agreement which represents only a three percent (3%) increase in cost, which is within the budgeted amount for such services; and

**WHEREAS**, the service agreement proposed, as attached hereto and incorporated herein by reference as Exhibit “A,” provides that Consultant shall be paid an hourly rate plus approved expenses for a total agreement cost not to exceed \$5,562.00, which includes unlimited remote repairs, which accounts for the vast majority of our service requests, and four onsite visits per year.

**WHEREAS**, based on staff recommendation, the President and Board of Trustees has

determined execution of the service agreement with Complex Network Solutions 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, 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 service agreement attached hereto as Exhibit "A," and the Village Clerk to attest thereto.

SECXTION THREE: That the Village Administrator and appointed staff be, and hereby is, directed to work with Complex Network Solutions to best effect the terms of the service agreement.

SECTION FOUR: 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 30th day of March, 2015.

APPROVED:

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

ATTEST:

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

## Background on Resolution

### Security Camera Maintenance

Complex Network Solutions (Hickory Hills, IL.) has provided maintenance of the security camera network since 2012 and their new contract calls for a 3% increase in cost (increase amount is within the current BHPD budget).

A determination was made to retain Complex Network Solutions due to their experience and knowledge of our security camera network in addition to our general satisfaction with their prior work. Additionally, Complex Network Solutions was responsive to the BHPD request to negotiate the proposed increase to \$162 (3%) per year from their original request of a \$3,720 increase.

The annual fee of \$5,562 includes unlimited remote repairs, which accounts for the vast majority of our service requests, and four onsite visits per year

Rich Semelsberger

Chief of Police

## Complex Network Solutions

7747 W. 96th Place  
Hickory Hills IL



### SOW 2632 for Agreement to Perform Consulting Services to Barrington Hills

Date	Services Performed By:	Services Performed For:
January 1, 2015	Complex Network Solutions 7747 W. 96th Place Hickory Hills IL	Barrington Hills 112 Algonquin Rd Barrington Hills, IL 60010

This Statement of Work (SOW) is issued pursuant to the Consultant Services Master Agreement between Barrington Hills (“Client”) and Complex Network Solutions (“Contractor”), effective January 1, 2015 (the “Agreement”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW # 2632 (hereinafter called the “SOW”), effective as of January 1, 2015, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

### Period of Performance

The Services shall commence on January 1, 2015, and shall continue through December 31, 2015.

### Engagement Resources

Eduardo Lopez – Project Manager/Technical Lead

Ruben Rios – Technical Analyst

Alfredo Martinez – Technical Analyst

## Scope of Work

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Contractor shall provide the Services and Deliverable(s) as follows:

4 onsite visits per year including preventative maintenance. Preventative maintenance included proactive review of audio, cameras, storage and insure components are working properly.

Remote and Text unlimited during business hours. Remote and Text after hours based on availability

## Deliverable Materials

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Documentation and tickets are to be maintained on the sharepoint site by both customer and contractor.

## Contractor Responsibilities

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Contractor is responsible for 24 hour response. Typical response is within 4 hours. Contractor will advise customer of equipment requiring replacement and provide a quote. Contractor is responsible for updating SharePoint site.

## Client Responsibilities

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Client is responsible for access to facility, for updating or opening tickets in SharePoint and for approvals.

## Fee Schedule

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This engagement will be conducted on a Annual Basis. The total value for the Services pursuant to this SOW shall not exceed 5562 unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value.

Upon completion of this Performance Period, Contractor and Client will have the option to renew this agreement for an additional year with 3% increases per year.

Bill To Address	Client Project Manager	Client Cost Center
112 Algonquin Rd Barrington Hills, IL 60010	JoAnne Gumprecht	N/A

## Out-of-Pocket Expenses / Invoice Procedures

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Client will be invoiced bi-annually for the consulting services expenses. Standard Contractor invoicing is assumed to be acceptable. Invoices are due upon receipt.

Invoices shall be submitted monthly in arrears, referencing this Client's SOW Number to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Contractor shall provide Client with sufficient details to support its invoices, including time sheets for services performed and expense receipts and justifications for authorized expenses, unless otherwise agreed to by the parties.

## Assumptions

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## Project Change Control Procedure

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The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

**IN WITNESS WHEREOF**, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Barrington Hills

Complex Network Solutions

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: President