

# INDEX

- E-23-155 1. Approve Internet Service Agreement with Stratus Networks
- E-23-156 2. Approve Managed IT Services and Technology updates with Heart Technologies
- E-23-157 3. Approve 4<sup>th</sup> Quarter payment for 2023 for the Greater Peoria Economic Development Council

**COMMITTEE REPORT**

E-23-155

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board to approve an internet service agreement with Stratus Networks; and

WHEREAS, the two-year agreement will provide the county with a redundant internet connection at a cost of \$14,940 annually.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

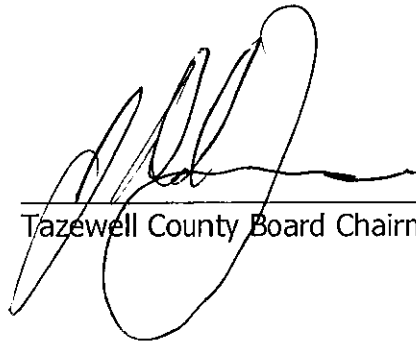
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 21<sup>st</sup> DAY OF DECEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman



## SERVICE ORDER

Customer's completion of a Service Order and any Change Order, as well as continued use of the Services, constitutes Customer's acceptance of Stratus Networks' Service Agreement and the Terms and Conditions (the "T&Cs" ) Incorporated herein by reference and available at [www.stratusnet.com/legal-information/](http://www.stratusnet.com/legal-information/).

Customer Information				
Customer Name	Tazewell County, IL	Account #		
Billing Address	11 S. 4 <sup>th</sup> St	Room/Suite	STE 432	
City, State, Zip	Pekin, IL, 61554			
Contact Information				
Contact	Name	Email	Phone #	
Order	Mike Deluhery	mdeluhery@tazewell-IL.gov	309-478-5704	
Billing	Mike Deluhery	mdeluhery@tazewell-IL.gov	309-478-5704	
Local	Bill Jenkins	bjenkins@tazewell-IL.gov	309-478-5852	
Service Information				
Bandwidth: 1 Gbps	Quantity: 1	Estimated Availability Date: Standard interval 30-45 business days for most services; 120 for fiber	Customer Requested Due Date: Accept Early? Yes <input type="checkbox"/> No <input type="checkbox"/>	*Paid Expedite: Yes <input type="checkbox"/> NO <input type="checkbox"/> (check one)
Service Description:	1 Gbps Dedicated Internet Access (DIA) Includes /27 IP Block for \$105.00 MRC			
Location Information				
Location Name:	Tazewell County Justice Center	Room/Suite		
Address	101 S Capitol St	City/State/ZIP	Pekin, IL, 61554	
Pricing Information				
Minimum Service Term	24 Months	Monthly Recurring Charges (MRC): \$1,070.00	Non-Recurring Charges (NRC): \$0.00	
Comments: Stratus Networks acknowledges the 60 days allowed by state statute for customer to process a payment. Stratus Networks acknowledges that this contract will be open to the public.				
Authorization				
Customer Name: Please sign, print your name and title, and date below. Your signature acknowledges that you are duly authorized to execute and deliver this Service Order		Stratus Networks Use Only		
Signature:		Signature:		
Print Name:	David Zimmerman	Print Name:	Brandon Mabis	
Title:	County Board Chairman	Title:	Pricing Manager	
Date:	12-21-23	Date:	12/18/2023	

\*Expedited orders will have additional charges to the customer. If purchasing a product with asymmetric bandwidth, do note that performance is best effort, speeds are not guaranteed, and the standard Stratus SLA does not apply. Taxes and surcharges not included. Any DIDs not provisioned with e911 at customer's direction will incur unprovisioned 911 charges in the amount of \$50 per event if 911 calls are made from an unprovisioned DID.



## SERVICE ORDER

Customer's completion of a Service Order and any Change Order, as well as continued use of the Services, constitutes Customer's acceptance of Stratus Networks' Service Agreement and the Terms and Conditions (the "T&Cs" ) incorporated herein by reference and available at [www.stratusnet.com/legal-information/](http://www.stratusnet.com/legal-information/).

Customer Information				
Customer Name	Tazewell County, IL	Account #		
Billing Address	11 S. 4 <sup>th</sup> St	Room/Suite	STE 432	
City, State, Zip	Pekin, IL, 61554			
Contact Information				
Contact	Name	Email	Phone #	
Order	Mike Deluhery	mdeluhery@tazewell-IL.gov	309-478-5704	
Billing	Mike Deluhery	mdeluhery@tazewell-IL.gov	309-478-5704	
Local	Bill Jenkins	bjenkins@tazewell-IL.gov	309-478-5852	
Service Information				
Bandwidth: 1 Gbps	Quantity: 1	Estimated Availability Date: Standard interval 30-45 business days for most services; 120 for fiber	Customer Requested Due Date: Accept Early? Yes <input type="checkbox"/> No <input type="checkbox"/>	*Paid Expedite: Yes <input type="checkbox"/> NO <input type="checkbox"/> (check one)
Service Description:	1 Gbps Secure Port Plus Stratus Managed Router Included			
Location Information				
Location Name:	Tazewell County Justice Center		Room/Suite	
Address	101 S Capitol St		City/State/ZIP	Pekin, IL, 61554
Pricing Information				
Minimum Service Term	24 Months	Monthly Recurring Charges (MRC): \$175.00	Non-Recurring Charges (NRC): \$0.00	
Comments: Stratus Networks acknowledges the 60 days allowed by state statute for customer to process a payment. Stratus Networks acknowledges that this contract will be open to the public.				
Authorization				
Customer Name: Please sign, print your name and title, and date below. Your signature acknowledges that you are duly authorized to execute and deliver this Service Order		Stratus Networks Use Only		
Signature:			Signature:	<i>Brandon Mabis</i>
Print Name:	David Zimmerman		Print Name:	Brandon Mabis
Title:	County Board Chairman		Title:	Pricing Manager
Date:	12-21-23		Date:	12/18/2023

\*Expedited orders will have additional charges to the customer. If purchasing a product with asymmetric bandwidth, do note that performance is best effort, speeds are not guaranteed, and the standard Stratus SLA does not apply. Taxes and surcharges not included. Any DIDs not provisioned with e911 at customer's direction will incur unprovisioned 911 charges in the amount of \$50 per event if 911 calls are made from an unprovisioned DID.

**COMMITTEE REPORT**

E-23-156

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

---

**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board to approve entering into a managed IT services and technology updates agreement with Heart Technologies for technology upgrades; and

WHEREAS, Heart Technologies has existing knowledge of the County's IT environment through work conducted on recent technology upgrades and as the phone service provider; and

WHEREAS, the County is in need of procuring services and technology on an emergency basis.

THEREFORE BE IT RESOLVED that the County Board authorizes the County Board Chairman to enter into an agreement with Heart Technologies for an amount not to exceed \$800,000.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 21<sup>st</sup> DAY OF DECEMBER, 2023.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman



We have prepared a quote for:

**Tazewell County Government**  
**IT Projects with 1-Year Managed Services**  
Quote # ME010486EP Version 1

Prepared by:

| **Matt Eppel**

Engineered by:

| **Tim Perry**



Office 365 Project with Annual Subscription

Description	Qty
<b>PHASE 1 - M365 Tenant Setup, Prerequisites, and File Sharing</b>	
Project Management: In depth discovery and planning - collaboration with county IT members and key stakeholders	32
Labor for tenant installation and configuration - includes setup and configuration of Azure AD Connect for account synchronization	40
Labor to setup file sharing structures within Teams and/or One Drive	20
<b>PHASE 2 - End User Rollout and Mail Routing</b>	
Project Management: Finalization of username format, group memberships, and security policies. Also determining the department order for cutting over to M365.	24
Labor to package and deploy M365 through GPO to all county desktop computers (includes time for troubleshooting errors and redeploying failed packages)	16
Bit Titan Email Migration Tool	400
Labor to migrate email from current/old mail system to new/M365. Includes copying Address book	600
<b>PHASE 3 - Project Testing, Finalization and Documentation</b>	
Labor for modifying M365 tenant items as items come up throughout the project, minor modifications, etc.	32
Labor for knowledge transfer and documentation provided to county IT staff	40
<b>M365 License - Annual G3 GCC</b>	
Microsoft Office 365 G3 License / Subscription (Annual Billing)	400

eDirectory to Active Directory

Description	Qty
<b>PHASE 1 - Server Infrastructure and Prerequisites</b>	
Project Management: In depth discovery and planning - collaboration with county IT members and key stakeholders	48
Server Host (estimate) for up to 8 virtual machines as potential Domain Controllers for sub domains	1



eDirectory to Active Directory

Description	Qty
Labor for base installation and configuration of server host with deployment of up to 8 Windows Server 2022 Operating Systems	40
<b>PHASE 2 - Active Directory Implementation (Server-Side)</b>	
Project Management: Finalization of users, username format, group memberships, group policies, and other security policies (password requirements and the like)	30
Labor to Prepare domain controllers, create forest and root domain, create subdomains, configure AD replication, Configure DNS	60
Labor to Create user accounts and groups, configure security policies (GPOs)	40
<b>PHASE 3 - End User Cut-Over</b>	
Project Management: Determine Pilot Group/Department for first user migration, determine schedule remaining departments, and adjust other aspects of the project as needed	30
User Profile Software (used to copy items from the user's old profile to their new AD profile on their PCs)	5
Labor to migrate 400 users and their computer profiles	800
<b>PHASE 4 - Project Testing, Finalization and Documentation</b>	
Labor for modifying server-side items as items come up throughout the project, minor modifications, etc.	40
Labor for knowledge transfer and documentation provided to county IT staff	40
<p><b>Project Assumptions</b></p> <ul style="list-style-type: none"> <li>• Server hardware in this proposal will be racked with other virtual hosts in the customer's existing environment               <ul style="list-style-type: none"> <li>○ Connections for LAN and shared storage will be provided</li> <li>○ Power protected by UPS will be provided</li> <li>○ Server backups will be included in the customer's existing backup procedure</li> </ul> </li> <li>• Windows Server 2022 licenses and Windows Server 2022 User OR Device CALs will be provided by the customer               <ul style="list-style-type: none"> <li>○ Heart Technologies will advise on licensing needed and can provide license quote on a separate proposal if needed</li> </ul> </li> <li>• Windows desktop/laptop computers are running Windows 10 Professional or Windows 11 Professional</li> <li>• Desktop/Laptop computers are free from hardware defects and are in a reasonable operating condition</li> <li>• Installation and configuration shall be coordinated with the customer to minimize downtime and will be performed during normal business hours, M-F 8:00 AM - 4:30 PM (Excluding Holidays).</li> </ul>	





**High Available / Redundant Firewall to Support Multiple Internet Connections**

Description	Qty
Netgate 6100 Max pfSense+ Security Gateway HA Pair	2
Ruckus ICX8200 Switch - 8 x 10/100/1000 Mbps 802.3at Class 4 PoE (124W)	5
10Gig SFP+ Direct Attached Cable	5
Ruckus Switch Management License for Virtual SmartZone Controller	5
Ruckus Power Cord for ICX Switch	5
<p>Heart Technologies will install and configure a redundant firewall with redundant ISP switching in the Tremont facility for full fail-over capabilities. The firewalls will be configured as security gateway appliances with security best practices implemented.</p> <p>An additional switch is included for enabling full redundancy at the McKenzie building.</p> <p>Redundant external switches are included for the Courthouse Internet connections for enabling full redundancy.</p> <p>This project assumes redundant Internet providers from separate ISPs as primary and secondary connections. It is the Customer's responsibility to provide Internet services from separate ISPs; this agreement does not include Internet services.</p>	

**DUO Multi-Factor Authentication Implementation**

Description	Qty
Implementation of Duo for VPN Users	1
User Enrollment for up to 140 Users	1
<p>Labor is included to configure, install, and test an implementation of Cisco DUO Multi-Factor Authentication for VPN Users.</p> <p>Heart will configure the back-end devices for DUO and work with each individual user to install and configure the DUO application on their individual smartphones.</p> <p>Each user must have their own smartphone with a supported version of Apple iOS or Android Operating System</p>	



## IT Projects with 1-Year Managed Services

Prepared by:  
**Heart East Peoria**  
Matt Eppel  
(309) 427-7267  
meppel@heart.net  
3105 N Main St.  
East Peoria, IL 61611

Prepared for:  
**Tazewell County Government**  
Mike Deluhery  
(309) 478-5701  
MDelehery@tazewell-il.gov  
101 S. Capitol  
Pekin, IL 61554

Quote Information:  
**Quote #: ME010486EP**  
Version: 1  
Delivery Date: 12/18/2023  
Expiration Date: 01/26/2024

### Quote Summary

Description	Amount
Office 365 Project with Annual Subscription	\$214,892.00
eDirectory to Active Directory	\$158,380.00
High Available / Redundant Firewall to Support Multiple Internet Connections	\$8,921.15
DUO Multi-Factor Authentication Implementation	\$9,750.00
<b>Total:</b>	<b>\$391,943.15</b>

### Monthly Expenses Summary

Description	Amount
Monthly Recurring Charges	\$28,065.00
<b>Monthly Total:</b>	<b>\$28,065.00</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

#### Heart East Peoria

Signature:   
Name: Lance E. Lehn  
Title: President  
Date: 12/18/23

#### Tazewell County Government

Signature:   
Name: Mike Deluhery David Zimmerman  
Title: County Board Chairman  
Date: 12-21-23



## **Managed Services**

### **Proactive Server Management (40 Servers)**

- Performance Monitoring with Alerts
- Disk Utilization Monitoring with Low Disk Space Alerts
- Automated Restart of Failed Services
- Windows Patch Management with Scheduled Reboots
- User Account Creation and Maintenance
- Configuration Changes and Troubleshooting via Heart Service Desk

### **Desktop/Laptop Management (400 Windows Computers)**

- Windows Patch Management with Scheduled Reboots
- Scheduled Disk Cleanup

### **Secure Internet Gateway with Content Filtering (Entire County Plus Guest Network)**

- Cloud Managed DNS-Layer Security
- Block Requests to Malicious Domains, IPs, URLs, and Files Used in Attacks
- Category-Based Content Filters to Block Domains with Unwanted Content
- Prevent Web and Non-Web Callbacks from Compromised Systems
- Pinpoint Compromised Systems Using Real-Time Security Activity Reports

### **Microsoft 365 SaaS Protection (400 Users)**

- Automated, continuous backups of Microsoft 365 user data
- Flexible Retention
- Ransomware Protection
- Restore Individual Files, Folders, or Entire User Data
- Data Stored in Compliance with SOC 1/SSAE 16 and SOC 2 Type II Reporting Standards
- Cloud-Based Backups

### **Microsoft 365 Advanced Security (400 Users)**

- Advanced Security Protection for Microsoft 365 Email, OneDrive, SharePoint, and MS Teams
- Protects Against Ransomware, Malware, Phishing Attacks, and BEC Attacks
- Zero-Day Threat Protection
- Cloud-Based Protection (No Software or Hardware Needed)

### **Security Awareness/Literacy Training (400 Email Users)**

- Simulated Phishing Attacks with Highly Realistic Phishing Messages
- Education on the Adverse Impacts of Opening Malicious Links and Attachments
- Advanced Enterprise Reports Displaying Click Through Rates
- Recommended Training for Users as Needed



## Managed Services

### Multi-factor Authentication (140 VPN Users)

- MFA Configured for
  - VPN Authentication
- MFA Software Installed on Users Android or iOS Device
- DUO User/Device Administration

### Advanced Endpoint Protection with Response and Remediation (440 Windows Devices)

- 24/7 Security Operation Center (SOC) Response and Remediation
- Next-Generation Endpoint Security
- AI-Powered Monitoring
- Innovative Prevention of Endpoint Security Threats
- Visibility into Root Causes and Origins
- Automatic Threat Isolation

### ThreatLocker Advanced Application Security (440 Devices)

- Application Policy Control
- Ringfencing
- Elevation Control without Granting Admin Access
- Storage Control (USB, Network, and Local Hard Drives)
- streamlined Permission Requests

### SIEM with SOC (440 Devices)

- Ingestion and analysis of network & endpoint logs (30-days logging)
- MITRE ATT&CK® framework mapping
- Integration with Microsoft 365
- Machine learning, behavioral analysis and more
- 24/7 SOC Investigates Alerts, Escalates Cases, and Supports Response
- Customized Detection & Threat Hunting



## Terms and Conditions

### 1. Customer Responsibility

- CUSTOMER shall designate an IT decision-maker/point of contact:
- IT PoC Name: Bill Jenkins
- IT PoC phone & email: bjenkins@tazewell-il.gov 309-478-5852
- CUSTOMER shall work with HEART to create a list of all equipment and applications that are considered critical and non-critical.
- CUSTOMER shall provide a list of personnel responsible for approving after-hours service.
- CUSTOMER is responsible for notification to Heart of any additions or deletions to equipment.
- CUSTOMER shall purchase Heart-approved equipment prior to adding to agreement.
- CUSTOMER shall provide all administrative credentials for items to be managed.

### 2. Limitations

- Servers, Desktops, Laptops, Thin Clients must be running an Operating System that is under current manufacturer support.
- Software must be under vendor support.
- Lifecycle replacements for New Desktops/Laptops, New Server Hardware, New Switches, New Firewalls, Windows Version Upgrades, or Server Operating System Migrations will be handled as a Project and billed outside of this agreement.
- Technical support for public-owned devices connecting to CUSTOMER wireless or wired infrastructure is not covered under this contract.
- Full Server, Desktop, or M365 tenant recovery is billed as T&M and is outside the scope of this contract.
- All support is attempted remotely. If remote support cannot resolve a given issue, a site visit will be required. Site visits are outside the scope of this remote support contract and will be billed at discounted T&M rate.
- No T&M work shall be executed or billed to the CUSTOMER without the express consent of the IT Decision Maker / Point of Contact.

### 3. Prerequisites for This Agreement

- See Schedule A

### 4. Response Time

- Upon receipt of CUSTOMER's report of any Minor malfunction of equipment or general service request, HEART will respond to CUSTOMER within (4) hours from the time the service call is received. HEART will complete all repairs as quickly as possible, during normal business hours.
- Upon receipt of CUSTOMER's report of any Major malfunction of equipment, HEART will respond to CUSTOMER within (1) hour from the time the service call is received. HEART will complete all repairs as quickly as possible.
- Normal business hours are defined as 8:00 a.m. to 4:30 p.m., Monday through Friday excluding Holidays.
- After-hours is defined as 4:30 p.m. to 8:00 a.m., 7 days a week including holidays. No T&M work shall be executed or billed to the CUSTOMER without the express consent of the IT Decision Maker / Point of Contact. Charges for after-hours work shall be 1.5x the discounted T&M rate (\$208.33/hr. for Desktop and Server labor, and \$225/hr. for Networking labor - billed in ¼-hour increments). For Sundays and Holidays, the charge is 2x the discounted T&M rate (\$250/hr. for Desktop and Server labor, and \$300/hr. for Networking labor billed in ½-hour increments).
- Major malfunction is defined as:
  - Critical services down, for which there is no reasonable workaround.
  - Network connectivity down.
  - Mission critical IT equipment down, for which there is no reasonable workaround.
  - Mission critical applications down, for which there is no reasonable workaround.
- All emergency service requests must be made through HEART service numbers (309-427-7070 or 877-494-3278). For normal requests please email heartsupport@heart.net and a support ticket will be created.



## Terms and Conditions

- All support is attempted remotely. If an Onsite visit is requested or deemed necessary by HEART within business hours, it is available at discounted T&M rates (\$125/hr. for Desktop and Server Labor, and \$150/hr. for Networking labor - billed in ½-hour increments). No T&M work shall be executed or billed to the CUSTOMER without the express consent of the IT Decision Maker / Point of Contact.

## 5. Term

- The term of this service contract is twelve (12) months
- Beginning (MM/YYYY) 12-22-23 Through (MM/YYYY) 12-21-24

## 6. Payments

- Payments due, a month in advance, from CUSTOMER to HEART shall be made within thirty (30) days from the date of invoice. Interest charges may be assessed at a rate of 1% on invoices over sixty (60) days. Failure to make prompt payments within the 60-day period entitles HEART to enter into a cure period of 30 days.

## 7. Taxes

- The charges incurred by CUSTOMER under this Agreement do not include any federal or state sales tax.

## 8. Entire Agreement

- This Agreement shall constitute the entire Agreement between CUSTOMER and HEART for REMOTE MONITORING SERVICE. CUSTOMER DOES HEREBY ACKNOWLEDGE TO READING ALL OF THE PROVISIONS OF THIS AGREEMENT. THERE ARE NO REPRESENTATIONS, WARRANTIES, OR STIPULATIONS, WRITTEN OR ORAL, NOT HEREIN CONTAINED. NO MODIFICATION OF THIS AGREEMENT MAY BE MADE EXCEPT BY IN WRITING EXECUTED BY AN AGENT OF HEART TECHNOLOGIES, INC. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AN AUTHORIZED AGENT OF HEART AND CUSTOMER.

## 9. Limitations of Liability

- CUSTOMER agrees that neither HEART, nor its subcontractors shall be liable for any loss or damage to the EQUIPMENT or arising from the EQUIPMENT or other property or injury or death to the CUSTOMER's agents, employees or customers arising in connection with the support service or other contract services provided by HEART or its subcontractors under this Agreement. IN NO EVENT SHALL HEART OR ITS SUBCONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS BY CUSTOMER OR BUSINESS, REVENUES OR GOODWILL), ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT OR ANY SERVICES PERFORMED OR MATERIALS PROVIDED INCIDENTAL THERETO.
- BUYER AND SELLER REPRESENT AND WARRANT THAT THEY BOTH HAVE CAPACITY AND AUTHORITY TO ENTER INTO EXECUTE AND DELIVER THIS AGREEMENT.



## **Schedule A**

### **Projects Required as a Part of This Agreement**

Included in this proposal are projects for the configuration and installation of information technology products and services to be implemented county-wide.

Heart Technology managed services products such as “Microsoft 365 SaaS Protection” and “Microsoft 365 Advanced Security” require the implementation project for Office 365 as a prerequisite prior to these services being implemented.

DUO Advantage Multi-Factor Authentication for VPN users has a project implementation task and end-user enrollment required.

All other managed services products do require implementation but do not require separate projects or prerequisites prior to their installation and/or configurations.

## **Schedule B - Managed Services - Monthly Reoccurring Charges – TRUE-UP Counts**

The Managed Services Monthly Reoccurring Charges amount is based on estimated users/equipment/license counts provided by the county as listed in the Managed Services section.

True up counts for devices, users, licenses, will be determined as the project implementations are deployed.

Changes to the counts (increase or decrease) resulting from the true-up will be applied to the agreement and adjustments to the monthly reoccurring charges will be communicated to the county based on actual counts determined and agreed upon by both parties before billing amount changes.





We have prepared a quote for:

**Tazewell County Government**

**Datto Managed Backup - 3-Year**

Quote # ME010420EP Version 1

Prepared by:

**Matt Eppel**

Engineered by:

**Tim Perry**



### Datto Managed Backup - 3-Year

Prepared by:  
**Heart East Peoria**  
Matt Eppel  
(309) 427-7267  
meppel@heart.net  
3105 N Main St.  
East Peoria, IL 61611

Prepared for:  
**Tazewell County Government**  
Mike Deluhery  
(309) 478-5701  
MDeluhery@tazewell-il.gov  
101 S. Capitol  
Pekin, IL 61554

Quote Information:  
**Quote #: ME010420EP**  
Version: 1  
Delivery Date: 12/18/2023  
Expiration Date: 01/19/2024

### Monthly Expenses Summary

Description	Monthly Total:
Datto Managed Backup - 3-Year	\$5,172.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Heart East Peoria

Tazewell County Government

Signature:   
 Name: Lance E. Lelm  
 Title: President  
 Date: 12/18/23

Signature:   
 Name: Mike Deluhery David Zimmerman  
 Title: County Board Chairman  
 Date: 12-21-23



## Scope of Services

### Server Backup with Business Continuity and Disaster Recovery (Datto SIRIS-5 36TB - Qty.2)

- All-in-one Backup & Recovery solution
- Backup unlimited number of servers
- Data & boot verification
- Ransomware detection
- 1-year cloud retention
- Cloud virtualization
- Instant On-device virtualization



## Terms and Conditions

### 1. Customer Responsibility

- CUSTOMER shall designate an IT decision-maker/point of contact:
- IT PoC Name: Bill Jenkins
- IT PoC phone & email: bjenkins@tazewell-il.gov 309-478-5852
- CUSTOMER shall work with HEART to create a list of all equipment and applications that are considered critical and non-critical.
- CUSTOMER shall provide a list of personnel responsible for approving after-hours service.
- CUSTOMER is responsible for notification to Heart of any additions or deletions to equipment.
- CUSTOMER shall purchase Heart-approved equipment prior to adding to agreement.
- CUSTOMER shall provide all administrative credentials for Items to be managed.

### 2. Limitations

- Servers, Desktops, Laptops, Thin Clients must be running an Operating System that is under current manufacturer support.
- Full Server, Desktop, or M365 tenant recovery is billed as T&M and is outside the scope of this contract.
- Length of backup storage is dependent on backup storage available. HEART will advise CUSTOMER of additional storage needs. CUSTOMER is responsible for resulting backup retention.
  - Storage of backup appliance must not exceed 50% to maintain ability to restore & run virtual backups in the event of a disaster.
- All support is attempted remotely. If remote support cannot resolve a given Issue, a site visit will be required. Site visits are outside the scope of this remote support contract and will be billed at discounted T&M rate.
- No T&M work shall be executed or billed to the CUSTOMER without the express consent of the IT Decision Maker / Point of Contact.

### 3. Prerequisites for This Agreement

- None

### 4. Response Time

- Upon receipt of CUSTOMER's report of any Minor malfunction of equipment or general service request, HEART will respond to CUSTOMER within (4) hours from the time the service call is received. HEART will complete all repairs as quickly as possible, during normal business hours.
- Upon receipt of CUSTOMER's report of any Major malfunction of equipment, HEART will respond to CUSTOMER within (1) hour from the time the service call is received. HEART will complete all repairs as quickly as possible.
- Normal business hours are defined as 8:00 a.m. to 4:30 p.m., Monday through Friday excluding Holidays.
- After-hours is defined as 4:30 p.m. to 8:00 a.m., 7 days a week including holidays. No T&M work shall be executed or billed to the CUSTOMER without the express consent of the IT Decision Maker / Point of Contact. Charges for after-hours work shall be 1.5x the discounted T&M rate (\$208.33/hr. for Desktop and Server labor, and \$225/hr. for Networking labor - billed in ½-hour increments). For Sundays and Holidays, the charge is 2x the discounted T&M rate (\$250/hr. for Desktop and Server labor, and \$300/hr. for Networking labor billed in ½-hour increments).
- Major malfunction is defined as:
  - Critical services down, for which there is no reasonable workaround.
  - Network connectivity down.
  - Mission critical IT equipment down, for which there is no reasonable workaround.
  - Mission critical applications down, for which there is no reasonable workaround.
- All emergency service requests must be made through HEART service numbers (309-427-7070 or 877-494-3278). For normal requests please email heartsupport@heart.net and a support ticket will be created.
- All support is attempted remotely. If an Onsite visit is requested or deemed necessary by HEART within business hours, it is available



## Terms and Conditions

at discounted T&M rates (\$125/hr. for Desktop and Server Labor, and \$150/hr. for Networking labor - billed in ½-hour increments). No T&M work shall be executed or billed to the CUSTOMER without the express consent of the IT Decision Maker / Point of Contact.

### 5. Term

- The term of this service contract is thirty-six (36) months
- Beginning (MM/YYYY) 12-22-23 Through (MM/YYYY) 12-21-24

### 6. Payments

Payments due, a month in advance, from CUSTOMER to HEART shall be made within thirty (30) days from the date of invoice. Interest charges may be assessed at a rate of 1% on invoices over sixty (60) days. Failure to make prompt payments within the 60-day period entitles HEART to enter into a cure period of 30 days.

### 7. Taxes

- The charges incurred by CUSTOMER under this Agreement do not include any federal or state sales tax.

### 8. Entire Agreement

- This Agreement shall constitute the entire Agreement between CUSTOMER and HEART for REMOTE MONITORING SERVICE. CUSTOMER DOES HEREBY ACKNOWLEDGE TO READING ALL OF THE PROVISIONS OF THIS AGREEMENT. THERE ARE NO REPRESENTATIONS, WARRANTIES, OR STIPULATIONS, WRITTEN OR ORAL, NOT HEREIN CONTAINED. NO MODIFICATION OF THIS AGREEMENT MAY BE MADE EXCEPT BY IN WRITING EXECUTED BY AN AGENT OF HEART TECHNOLOGIES, INC. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AN AUTHORIZED AGENT OF HEART AND CUSTOMER.

### 9. Limitations of Liability

- CUSTOMER agrees that neither HEART, nor its subcontractors shall be liable for any loss or damage to the EQUIPMENT or arising from the EQUIPMENT or other property or injury or death to the CUSTOMER's agents, employees or customers arising in connection with the support service or other contract services provided by HEART or its subcontractors under this Agreement. IN NO EVENT SHALL HEART OR ITS SUBCONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS BY CUSTOMER OR BUSINESS, REVENUES OR GOODWILL), ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT OR ANY SERVICES PERFORMED OR MATERIALS PROVIDED INCIDENTAL THERETO.
- BUYER AND SELLER REPRESENT AND WARRANT THAT THEY BOTH HAVE CAPACITY AND AUTHORITY TO ENTER INTO EXECUTE AND DELIVER THIS AGREEMENT.



## Schedule B

### Servers to be Backed Up

CTSV-CheckIn	Proposed NEW	Sheriff-PCFile
Taz-Acct	Taz-Apps	Taz-County
Taz-DC1	Taz-eCertify	Taz-eGovReachIn
Taz-Filr-4.x	Taz-Filr-DB-4.x	Taz-Filr-Index-4.x
Taz-GIS	Taz-GIS-Data	Taz-GIS-Db
Taz-GIS-Portal	Taz-GIS-WebSvcs	Taz-GW
Taz-GW-Backup	Taz-GWMobile-18.4	Taz-GW-WebAccess
Taz-IPrint	Taz-IVRS-DNS	Taz-Manatron
Taz-MICollab1	Taz-MiVoice1	Taz-RDS01
Taz-Tax	Taz-TCSO	Taz-Tracker
Taz-Tremont-DC1	Taz-Vibe	Taz-vMBG1
Taz-VR	Taz-Web	Taz-WSUS
Taz-ZEN-W10-Base-Image-20H2	Taz-ZEN-W10-Manage	Taz-ZSD
TCSO-DC	TCSO-Web	Tremont-MICollab1
Tremont-MiVoice1	Tremont-vMBG	Tremont-ZEN

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board to authorize the 4th quarterly payment for 2023 per the agreement between Tazewell County and the Greater Peoria Economic Development Council; and

WHEREAS, Resolution E-22-103 was approved in November 2022 approving an agreement with GPEDC for twelve months encompassing calendar year 2023; and

WHEREAS, Tazewell County agreed to pay the Greater Peoria Economic Development Council quarterly installments for the term of this Agreement provided that the full County Board approves based upon quarterly review of GPEDC performance.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize payment of the 4<sup>th</sup> quarter investment for 2023.

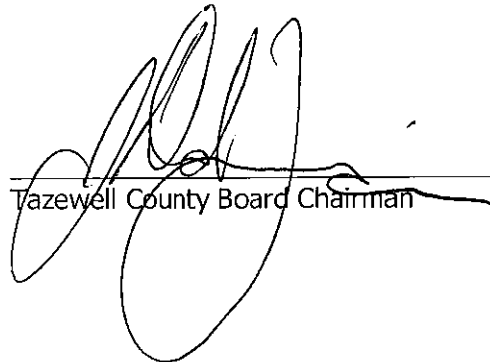
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Greater Peoria Economic Development Council and the Auditor of this action.

PASSED THIS 21<sup>st</sup> DAY OF DECEMBER, 2023.

ATTEST:



\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman