



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve contract with Client First Consulting for Migration and Implementation of Lotus Notes/Domino to Microsoft Outlook/Exchange
Presenter:	Steve Weishaar

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$153,695	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

The City has been using Lotus Notes as its email and calendaring system for 18 years. While it has been a stable platform and served the City well, we have determined that it has reached the end of its useful life. Interoperability with other systems, manageability, and cost are a few reasons why a migration to Microsoft Exchange/Outlook is recommended.

Microsoft Exchange integrates seamlessly with many of the applications the City currently uses and will add a number of features not currently available through Lotus Notes. In keeping with the goal of simplification of our technology infrastructure, day to day administration of Outlook will be less complex than that of Notes. Outlook annual maintenance fees are also lower than those of Notes so the City will save more than \$16,000 annually in software fees alone. In addition to the migration from Notes, the project addresses the replacement of our email journaling and spam filtering systems with Barracuda devices, saving the City an additional \$6000 annually.

The IS Department issued an RFP in April for assistance in performing the migration from Lotus Notes to Microsoft Outlook. We received three responses. ClientFirst's proposal was selected as the one that most closely met the City's requirements while maintaining a competitive price point. IS Department staff has worked with ClientFirst on a number of other projects and is comfortable with the project team members they have selected. Staff is confident that ClientFirst will meet all of our requirements.

Attachments: *(please list)*

Client First Master Services Agreement and Statement of Work

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve contract with Client First Consulting for Migration and Implementation of Lotus Notes/Domino to Microsoft Outlook/Exchange

<i>For office use only:</i>	<i>Agenda Item Number: 3a</i>
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May 28, 2015

STATEMENT OF WORK

LOTUS NOTES TO MICROSOFT EXCHANGE MIGRATION AND IMPLEMENTATION

Presented to



ST. CHARLES
SINCE 1834

Client Locations
Coast-to-Coast

Practice Locations
Illinois
California
Minnesota
North Carolina

1.800.806.3080

May 28, 2015

Peggy Forster
Director of Information Systems
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

Re: Statement of Work for Lotus Notes to Microsoft Exchange Migration and Implementation

Dear Ms. Forster:

CLIENTFIRST Technology Consulting is pleased to provide the City of St. Charles with our *Statement of Work for Lotus Notes to Microsoft Exchange Migration and Implementation* per your RFP *Lotus Notes to Microsoft Exchange Migration and Implementation* dated April 3, 2015.

Work will be executed in accordance with this Statement of Work, our Request for Proposal Response and the standing Master Services Agreement.

We have been providing technology management and support services to local government agencies for 10 years. Our practice managers have been working together for over 15 years.

Methodology and Approach – *CLIENTFIRST* utilizes industry best practices for IT support services, assessments, strategic planning, and project implementations. We customize our approach to meet each client's specific needs in a practical way.

True Independence – *CLIENTFIRST* is completely independent and unbiased in its analysis and recommendations. We do NOT resell software or employ implementers or programmers for software solutions.

Full Service – *CLIENTFIRST* has a broad range of consultants who are specialists in IT infrastructure and applications specific to public agencies. These individuals are highly skilled and certified technicians, designers, and engineers specializing in all aspects of IT applications and infrastructure.

CLIENTFIRST is committed to providing high-quality, timely consulting for the City's computer systems in accordance with the scope of work outlined by your Staff. It is our understanding that we would provide a fully functional, highly resilient Exchange 2013 environment for the City of St. Charles. This includes conversion of electronic mail, calendars, and other ancillary systems from the existing Lotus Notes platform to the Exchange environment.

Please contact us with any questions regarding this Statement of Work. I can be reached at 847.598.0345 or tjakobsen@clientfirstcg.com. We appreciate the continued opportunity to serve the City of St. Charles as one of our many satisfied clients.

Sincerely,



Tom Jakobsen
Senior Partner
IT Support and Infrastructure Practice Leader

OVERVIEW

Project Implementation and Objectives

The goal for the Lotus Notes to Microsoft Exchange Migration and Implementation project is to create a balanced approach to message system access, remote accessibility, and business continuity. In order to achieve this goal, the following will be employed:

1. 2 Exchange servers acting as Client-Access Servers (standard license)
2. 2 Exchange servers acting as Hub Transport and Email Servers, and Archiving Database providers (Standard License)
3. Client First recommends that a load balancer be implemented to create a redundant connection to email should a transport link or service fail between server locations.
4. Redundancy via your current replication software to your backup facility.
5. Off-site backups executed using your current backup software.

Migration

Migration objectives include the transfer of the Lotus Domino messaging system data to the new Exchange Server messaging system, and the transfer of Journaling and Archive data from your current Evault system to the new Journaling and Archive Appliance.

Pre-Deployment Testing

Per the City's request, prior to deployment of the Exchange Environment, the Microsoft Exchange Server Jetstress 2013 Tool will be used to make sure that the storage needs and network will support the deployment.

Process Overview

The email migration process is one of setup, testing, adjusting and testing again. This will be performed in a virtual lab environment to work out any issues in the process of converting message data.

1. A new Exchange Server and messaging system will be installed, including migration software and hardware for load balancing, archiving and legal search.
2. If requested, coexistence links will be established and tested.
3. Once tested and upgraded, a virtual copy of the environment will be created as a test lab.
4. Encryption on the Domino system, if employed, will be disabled and any encrypted messages will be decrypted prior to conversion.

5. Trial runs will be performed in the test lab and logs will be gathered to indicate any issues with certain messages or mailboxes that need correcting.
6. Once any issues are worked out, a trial period will be established for coexistence if this is the chosen route by the City.
7. Following will be the trial period where the IS personnel selected will have their mailboxes moved and tested. Both mail systems will be available at the same time.
8. During this period, specific end-user and resource mailbox requirements will be reviewed once more and a checklist will be established for each user.
9. Backup Jobs for the new system will be created and tested.
10. After testing and issue resolution has been completed the new mail system and related equipment will be brought on line live and tested.
11. Backups of the new system will be tested and verified.
12. Mail delivery will be changed to be received by the new Exchange Server message system.
13. Outlook and Mobile access will be deployed.
14. Training of the Administrators and End-Users will occur during the deployment phase.
15. Continued testing and monitoring of all systems brought on line.
16. Migration of Journal/Archival data to the new Mail Archive and Journaling appliance.
17. Documentation of Project/Processes, Mail System and Training.

Exchange Licensing Model Proposed

We propose using a licensing model that will allow Exchange to migrate between Server Nodes in the Clusters at-will. This requires SA licensing.

Exchange Server Licensing Standard vs. Enterprise:

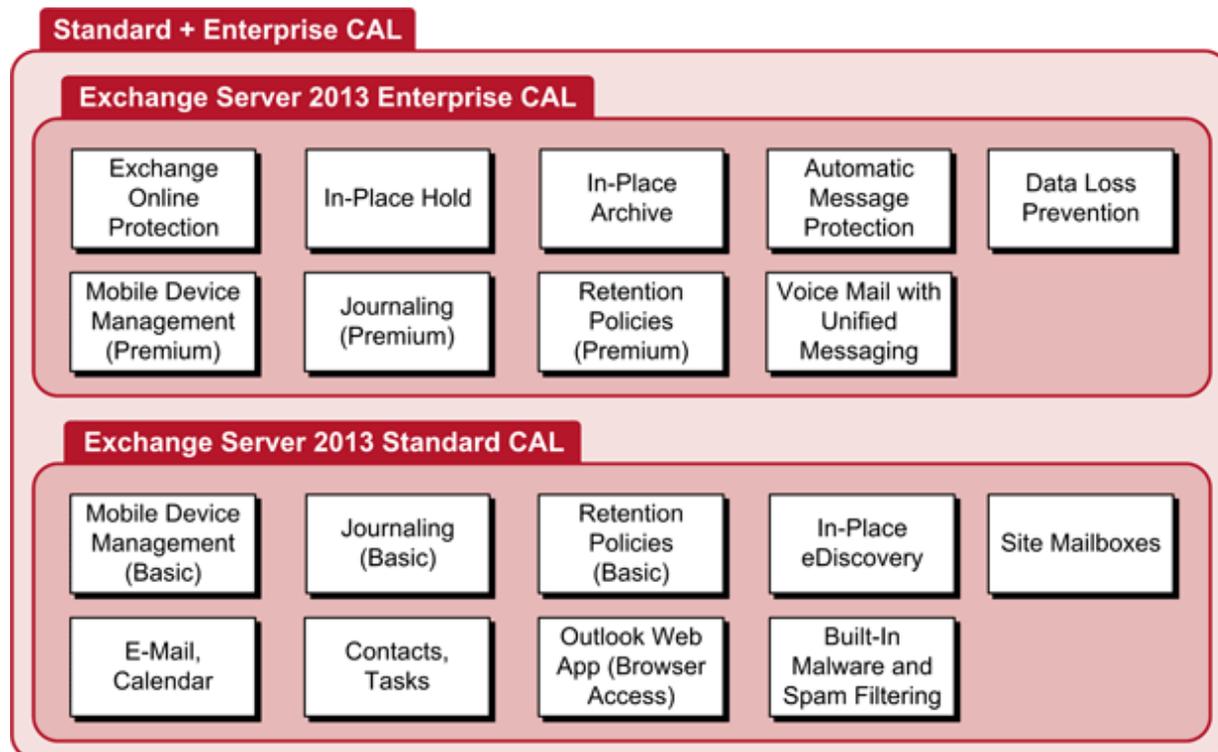
Exchange server standard allows for up to five databases for email and public folders.

Exchange Standard server deployment with two mailbox servers will allow up to five databases per server. Using a best practices method, this will allow up to ten Terabytes of Email Storage. Should the City not feel this is sufficient, two Exchange Enterprise Servers can be deployed instead allowing for 100 databases per server.

ClientFirst recommends the Standard License and to use Mail Archiving/Cleanup to a third-party device, should storage exceed 10 TB. Another benefit to using the Standard License is that, should disk capacity allow, a third DAG member may be employed at CST or City Hall, eliminating the need for a Quorum Server.

Exchange server client access licenses:

Exchange Server Enterprise Client Access Licenses must be purchased to take advantage of the full Exchange experience. This includes utilizing Unifies Messaging with the City's Cisco VoIP system.



Mail Delivery Appliances/Software

Barracuda Spam/Antivirus Appliance

In keeping with the City's migration toward Barracuda products, including the Web Filter and Load Balancer, ClientFirst recommends the use of the Barracuda Spam Firewall Anti-Spam/Antivirus appliance, which allows for up-front scanning of email messages prior to delivery. The device also includes the Outlook 2010 client for encrypting email messages to outside senders.

Barracuda Mail Archiver

In keeping with the City's migration toward Barracuda products, ClientFirst recommends the use of the Barracuda Message Archiver for its usefulness and simplicity to operate and maintain.

Kemp Load Balancer

Kemp has been performing load balancing for applications, and especially Exchange Server CAS arrays, for years. Load Balancing accomplishes outside connectivity in the event that a CAS server fails on the interior.

This should not be confused with a Link Balancer, which is used for redundant ISPs. The load balancer balances and provides redundant links to applications.

Evault Migration

Software for Migration for the current Evault Journaling database will be via TransVault. The importance here is that all meta data is preserved including conversation threads for the purposes of e-discovery. Simply exporting to .PST files for imports will not accomplish this feat using simple export tools.

PROJECT SCHEDULE

Project Management and Scheduling

Day One: Kick-Off Meeting

We will outline the project on a whiteboard once more, and create a scope of action plan. Then a mutually agreed schedule of events will be developed.

Project Meetings

Each week a conference call with the Project Lead, Project Manager, and IS staff will be conducted and is estimated to last thirty to sixty minutes. An additional meeting between the Project Leader and the IS staff representative will follow to review specific project items and action steps for the coming week.

IS Staff Assistance

Staff assistance will range from two to five hours per week to make necessary network changes and configuration changes in order to assist in the migration process. Such tasks may include network VLAN changes, permission changes, and Domino administration tasks.

Migration Day

The IS staff should anticipate four days of Help Desk and deployment assistance during the week of migration. ClientFirst will supplement the staff so that there is one person per department on the day of changeover, and up to two days after, to assist with immediate Help Desk and troubleshooting.

TRAINING

Exchange and Outlook Training

Administrative training for IS personnel will be through a combination of on-site and computer-based Lead Training. This will include how to manage your Exchange Server Environment, Outlook Setup, Backup, and Restoration. An agenda for training the Administrators follows on these pages.

End-User Training

End-user training is the most critical function during a migration. User's buy-in to the system helps to keep morale high during the transition.

There are two types of end users. The primary day-to-day user utilizes email and the calendar to manage their day. Then, there are the power users who, not only use the more advanced features of Outlook, but are also delegates to their manager's email box and book appointments, tasks, and document work for others. Many times these are the administrative assistants and power-user managers.

Train the Trainer

A trainer from the City will attend the first two trainings of the basic and the advanced so that training may be split between ClientFirst and the City Trainer.

PRICING

Professional Services: Implementation, Testing, Project Management, Training and Support				\$ 70,240.00
Hardware & Appliances & Certificate				\$ 13,055.98
Total Software Costs dependent on selection of Migration and optional Coexistence Software - One will be selected by the City of St. Charles				
Software - Option Vendor A migration software				\$ 56,425.50
Software - Option Vendor A migration with coexistence and additional implementation cost				\$ 66,883.50
Total Project Costs depending on Option Selected by the City:		Option A		\$ 139,721.48
		Option A - coexist		\$ 150,179.48

The Professional Services Costs are on a not-to-exceed basis, unless additional training or support are requested by the City of St. Charles.

Accepted by		
City of St. Charles		
_____ Signature	_____ Date	
_____ Name and Title (print)		

Accepted by		
ClientFirst Consulting Group, LLC		
_____ Signature	_____ Date	
_____ Name and Title (print)		

**ClientFirst Consulting Group, LLC and City of St. Charles, IL
Master Service & Support Agreement**

This Master Services and Support Agreement (the “Agreement”), effective as of the ___ day of _____, 2015 (“Effective Date”), is by and between ClientFirst Consulting Group, LLC (ClientFirst), with an office at 999 Plaza Drive, Suite 320, Schaumburg IL 60173 and the City of St. Charles, IL (“City”), with administrative offices located at 2 East Main Street, St. Charles, IL 60174.

Client First and the City agree to the following terms and conditions:

1. Services and Services Agreements:

1.1 This MSA shall apply each time the City engages ClientFirst to provide services. All services provided by ClientFirst will be in accordance with the terms and conditions of this agreement and one or more Services Agreements. The Services Agreements may consist of a Statement of Work, RFP response, Purchase Order, and/or other mutually agreed upon documents.

1.2 All services shall be provided in a professional and workmanlike manner, by individuals qualified by experience and/or training, in full compliance with all applicable laws and regulations, and will meet or exceed industry standards, pursuant to the schedule agreed upon by ClientFirst and the City and detailed in the Services Agreement. The City reserves the right to approve all individuals providing services pursuant to this Agreement. Client First agrees to cause its employees and agents to comply with all applicable City policies and procedures, including but not limited to those relating to the City’s computer security and information systems policies, at all times while on the City’s premises or in the course of providing services pursuant to this Agreement.

1.3 In the event of a conflict between the terms in a Services Agreement and the MSA, the terms of these documents will be interpreted according to the following order of precedence: (1) Services Agreements and (2) the MSA.

2. Fees and Payment:

Services will be billed according to the fees and schedule as set forth in the Services Agreement. In the absence of payment terms in the Services Agreement, the following payment terms will apply: Payment is due within 30 days of receipt of the invoice.

3. Access

The City agrees to be responsible for providing appropriate access to systems and programs at the City, and to provide accurate and timely information for ClientFirst to proceed with scheduled work. The City and ClientFirst agree that the full cooperation of both parties is necessary to enable the Project to meet expectations.

4. Mutual Not to Hire

Acknowledging the investment of both parties in the development of their employees, both parties agree not to hire any employee of the other party active during the term of this agreement and for a period of 12 months from its completion without prior written permission of the injured party. Employment shall be defined as the offering of part-time or full-time employment or other form of compensation. Penalty for breach of this clause by either party shall be in an amount equal the estimated first year compensation of the hired individual.

5. Indemnification.

5.1 ClientFirst and the City shall each indemnify and hold the other harmless (except to the extent the indemnified party is compensated by insurance) against all losses, claims, damages, or liabilities arising out of or based on damage to property of the indemnified party or its subcontractors or suppliers, or bodily injury or death of any employee of the indemnified party or its subcontractors or suppliers, caused by or related to the performance of work under or pursuant to this Agreement, provided that the property damage, personal injury, or death does not result from the sole negligence of the indemnified party.

5.2 ClientFirst will defend, indemnify, and hold harmless the City from and against any and all claims that any work performed by ClientFirst under the terms of this Agreement infringes on any patent, copyright, or other intellectual property right, including intellectual property rights of a third party, and foreign patents held to be enforceable in the United States, and will satisfy any judgment, including payment of any fines, damages, or other monetary award or penalty of any nature resulting from any adverse final judgment issued by a court of competent jurisdiction or which is included as part of any settlement that ClientFirst pre-approves in writing provided that the City promptly notifies ClientFirst in writing of such claim, gives ClientFirst reasonable cooperation, information, and assistance in connection with it, and consents to ClientFirst’s sole control and authority with respect to the defense, settlement, or compromise of the claim.

6. Insurance

ClientFirst will ensure the following amounts and types of insurance coverage in conjunction with the work performed under this contract.

<i>Coverage</i>	<i>Limits</i>	
Automobile Liability	\$1,000,000 single limit	Combined
Commercial General Liability	\$1,000,000 \$2,000,000	Per occurrence General aggregate

All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendors’ Liability coverage.

Workers' Compensation	\$500,000	Per accident
(Employers' Liability)	\$500,000	Disease limit
	\$500,000	Each Disease

ClientFirst will provide certificates of insurance to the City's Purchasing Manager prior to beginning performance.

7. Limitation of Liability

7.1 ClientFirst warrants that qualified personnel will perform services provided under this Agreement in a professional manner.

7.2 In any event, the total liability of ClientFirst to the City for any claim under this Agreement, whether it arises by statute, contract or otherwise, will not exceed the amounts paid to ClientFirst by the City under this Agreement, which form the subject of the claim. The foregoing limit does not apply to (i) death or personal injury arising from negligence of ClientFirst employees or subcontractors, or (ii) in respect of all forms of loss, intentional as well as negligence including accidental loss of or damage to tangible property, to the extent caused by the negligence of ClientFirst, its employees or subcontractors. In the event of accidental loss of or damage to tangible property, to the extent caused by the negligence of ClientFirst, its employees or subcontractors, the limit of liability is the maximum of insurance policy coverage..

8. Confidential Information

8.1 In the course of their dealings, the parties may disclose to one another confidential information relating to their business ("Confidential Information"). Neither party will disclose the other party's Confidential Information to any third party without the prior written consent of the other party, nor will a party make use of any of the other party's Confidential Information except in the performance of rights or obligations under this Agreement. Each party will use at least the same degree of care to avoid disclosure of the other party's Confidential Information as it uses with respect to its own Confidential Information, but in no event shall less than reasonable care be used.

8.2 Confidential Information does not include information: (a) generally available to or known to the public, (b) previously known to the recipient without any obligation of confidentiality, (c) independently developed by the recipient outside the scope of this Agreement without any use of the other party's Confidential Information, (d) lawfully disclosed to the recipient by a third party under no obligation of confidentiality, or (e) disclosed pursuant to a valid court order, subject to applicable law, or as required by a judicial court or tribunal of competent jurisdiction.

9. Warranty

ClientFirst warrants that each Services Agreement shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures and practices and in conformance with generally accepted and professional standards for the completion of such Services Agreement prevailing at the time. Further, ClientFirst represents and warrants that each Services Agreement shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes expected by this agreement.

Product warranties and return policies are provided by the respective manufacturers or publishers of the products sold under this agreement and ClientFirst makes no warranties whatsoever with regard to third party products.

10. Termination

The initial Term of this Agreement shall be for one (1) year from the Effective Date and shall automatically renew at the end of each yearly term, unless terminated as provided herein. In the event that the Term expires before the term of any Purchase Order executed pursuant to this Agreement, the Term shall be extended to the expiration date of the Purchase Order.

10.1 Termination for Cause by City

The City may, subject to the clause titled "Force Majeure," by written notice of default to ClientFirst, terminate the Agreement or a Services Agreement in whole or in part if ClientFirst fails to:

- (1) Maintain the staffing levels as outlined in the Services Agreement, deliver the service deliverables, or to perform the Services Agreement within the time specified in the Services Agreement or any amendment thereto; or
- (2) Make progress, so that the lack of progress endangers performance of the Services Agreement.

Notwithstanding the foregoing, City's right to terminate this Agreement may only be exercised if ClientFirst does not cure such failure within a reasonable period of time after receiving written notice from City.

10.2 Termination for Cause by ClientFirst.

ClientFirst may, subject to the clause titled "Force Majeure", "by written notice of default to City, terminate the Agreement, or Services Agreement in whole or in part if City fails to: (i) Perform the tasks outlined in the Services Agreement, provide the staffing levels outlined in the Services Agreement, and maintain the timelines specified in the Agreement or any amendments thereto; (ii) Make timely payments as described in this Agreement; or (iii) Perform any of the other provisions of this Agreement. ClientFirst's right to terminate this Agreement may be exercised if the failure constitutes a material breach of this Agreement and if City does not cure such failure within a reasonable period of time after receiving written notice from ClientFirst.

10.3 Party Obligations.

If any Services Agreement or Change Order is terminated for cause, City may require ClientFirst to deliver to City, as directed by the City, any:

- (a) Completed service Deliverables;
- (b) Partially completed service Deliverables; related to the terminated portion of this Agreement; and
- (c) Any plans, working papers, forms, documentation formats, etc. created as part of the Services and necessary for understanding the service Deliverables. Upon direction of the City, ClientFirst shall also protect and preserve property in its possession in which the City has an interest. City shall pay Agreement prices for completed services rendered and expenses incurred prior to the date of termination. Failure to agree will constitute a dispute under the Dispute Resolution clause.

10.4 Remedies.

If, after termination, it is determined by a final ruling in accordance with the Dispute Resolution clause that ClientFirst was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

10.5 Termination for Convenience.

A Services Agreement or Services Change Order Form may be terminated in whole or in part, by City in accordance with this Section whenever it is determined that such termination is in the best interest of City, which termination shall be effective at 11:59 p.m. on the intended date of termination (the "Termination Date"), after the City shall have delivered to ClientFirst a notice specifying the extent to which provision of Services under the Agreement are terminated ("Notice of Termination for Convenience"), and the date upon which such termination will become effective, which shall not be less than 30 days from the date of notice.

- a) Obligations. After receipt of a Notice of Termination for Convenience, and except as directed by City, ClientFirst shall promptly proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. ClientFirst shall:
 - (i) Stop work as specified in the Notice of Termination for Convenience; and
 - (ii) Place no further subcontracts for materials, Services, or facilities, except as necessary to complete any continuing portion of the Agreement; and
 - (iii) Terminate all subcontracts to the extent they relate to the work terminated; and (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.

- b) Remedies. In the event of all or any partial termination of the Services Agreement under this Section, ClientFirst shall be entitled to the unpaid compensation for services actually rendered, and expenses incurred, up to and including the applicable Termination Date, on a time and materials basis, at an hourly rate not to exceed the rate set forth in the Services Agreement, for each of ClientFirst's personnel that performed the unpaid services in connection with the services Deliverables that were delivered and the tasks that were performed under the Services Agreement. City shall also return any sums held back as retainage from the compensation previously paid to ClientFirst within 30 days of the termination date. If within sixty (60) days following the Termination Date, the parties have not agreed upon the amount of services rendered as of the Termination Date or the amount of such additional payments, then the issue will be treated as a dispute under this Agreement.

10.6 Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure. Force Majeure is defined as an event or circumstance beyond the reasonable control of a party that prevents or delays that party's ability to perform its obligations under this agreement, including Acts of God, strikes and labor disputes, fires, floods, earthquakes, power or telecommunications failure or interruption, war, riots, Internet slowdown or failures, insurrection or civil disturbances and personal incapacity including illness or death, but excludes a lack of money, credit, or financing. Force majeure shall not be allowed unless:

- a) Within five (5) business days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
- b) Within ten (10) business days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

Either party shall have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph shall not relieve City of its responsibility to pay for services and goods provided to City and expenses incurred on behalf of City prior to the effective date of termination.

11. Dispute Resolution.

In the event of any dispute or disagreement between the parties which does not require immediate legal relief, whether with respect to the interpretation of any provision of the Agreement, or with respect to the performance of either party hereto each of the parties will have their respective Project Managers meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. If a resolution to such dispute does not occur during such meeting or within three (3) business days thereafter, the parties agree to elevate the dispute to a meeting of the Executive Sponsor and ClientFirst's Managing Partner. If a resolution to such dispute does not occur during such meeting or within three (3) business days thereafter, the parties agree to elevate the dispute to the President level of ClientFirst and the City's Manager. If ClientFirst and City are unable to reach a mutually agreeable resolution after such meeting, either party may institute a legal action.

12. Additional Services.

For a period of twenty-four (24) months from the Effective Date of the Agreement, City may elect to have ClientFirst perform services that are not specifically described in the Services Agreement but are related to the project or are the result of an emergency, in which event ClientFirst shall perform such new services on a time-and-materials basis, at a daily rate not to exceed that found in the Services Agreement for each of the ClientFirst Personnel assigned to perform such Services. ClientFirst shall commence performing the applicable New Services promptly upon receipt of written approval from the City. New Services performed by ClientFirst after the expiration of such twenty-four (24) month period will be billed to City at then-current rates unless such new services are for the Lawson SAM module, in which case the services required for that module will be at the same rate as in the current Services Agreement. New Services will be billed as provided, except as otherwise mutually agreed.

13. Change Orders

If City requires the performance of services that are not then being performed, or requires a change to the existing services, City's Project Manager shall deliver to ClientFirst's Project Manager a Change Request specifying the proposed work with sufficient detail to enable ClientFirst to evaluate it. ClientFirst, within five (5) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such Change Request, shall provide City with an evaluation of the Change Request and a written proposal containing the following: a detailed description of the employees required to perform the requested Services; specifications (if applicable); implementation plans, with implementation to commence not later than thirty (30) days after approval thereof, subject to the availability of ClientFirst personnel, unless otherwise mutually agreed; the timeframe for performance; acceptance criteria; the price for such performance based on the applicable charges set forth in this Agreement; and payment milestones including retention. All Change Orders shall be governed by the terms and conditions of this Agreement, including the daily rates for services, unless mutually agreed in writing

otherwise. Within the reasonable timeframe specified in ClientFirst's proposal, which timeframe shall not be less than ten (10) business days from the Project Manager's receipt of such Change Request (the "Response Period"), City shall notify ClientFirst in writing if City elects to proceed with the Change Request (then becoming the "Change Order"). If, within the Response Period, the City gives notice to ClientFirst not to proceed, or fails to give any notice to ClientFirst, then the Change Request shall be deemed withdrawn and ClientFirst shall take no further action with respect to it. ClientFirst shall promptly commence performing the Services described in the Change Request upon ClientFirst's receipt of a Change Order during the Response Period, subject to the availability of ClientFirst personnel unless otherwise mutually agreed. ClientFirst acknowledges that any Change Order that affects the total cost of the project is subject to the City's policies and that the Response Period must provide adequate time for City's consideration. City acknowledges that such Change Orders may affect the implementation schedule and Go-Live Dates, which will be changed by mutual agreement.

All changes and/or extra work shall be performed and paid for in accordance with the following:

- a) Only City's Project Manager may authorize extra and/or changed work, and will be approved via the Change Order process described in this Agreement. ClientFirst expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of ClientFirst to secure City's Project Manager's authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and ClientFirst thereafter shall be entitled to no compensation whatsoever for performance of such work.
- b) If ClientFirst is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, it shall promptly notify City of the fact. City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that City determines that such work does constitute extra work, it shall provide a Change Order as outlined above.
- c) In the event City determines that such work does not constitute extra work, ClientFirst shall not be paid extra compensation above that provided herein and if such determination is made by City, said determination may be appealed in accordance with the dispute resolution section herein.

14. General

14.1 All notices pursuant to this Agreement will be in writing and given by hand delivery, electronic mail with confirmed receipt, registered mail, or certified mail (postage prepaid) to the other party at the address appearing herein. The City will promptly give written notice of any change in its address or addressee. Notices will be deemed to be received on delivery or the 5th business day after mailing.

14.2 No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights

under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach.

14.3 If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

14.4 This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and assigns. Either party may assign or otherwise transfer its rights under this Agreement to a third party (“assignment”) on the condition that (a) the third party delivers to the non-assigning party a duly executed document agreeing to be bound by this Agreement and (b) the assignment is part of a bona fide internal corporate reorganization or an arm’s length commercial transaction. City must approve any assignment prior to its execution by ClientFirst.

14.5 This Agreement and any matters relating to it, will be governed, construed and interpreted in accordance with the laws applicable in the State of Illinois and Kane County. Any litigation shall only be filed in Kane County, Illinois.

14.6 Non-appropriation. If City should not appropriate or otherwise make available funds sufficient to implement the services provided for in this Agreement, the City may unilaterally terminate this Agreement only upon thirty (30) days written notice to ClientFirst. Upon termination, City shall remit payment for all services delivered to City and all expenses incurred by ClientFirst prior to ClientFirst's receipt of the termination notice

14.7 This Agreement and the attached Services Agreement represents the entire understanding and agreement between the City and ClientFirst with respect to services, and it supersedes all prior negotiations, commitments and understandings, verbal or written. This Agreement may only be amended or otherwise modified by written agreement signed by the authorized signatories of both parties

City of St. Charles, IL

ClientFirst Consulting Group, LLC

By: _____
(signature)

By: _____
(signature)

(printed name & title)

(printed name & title)

Date: _____

Date: _____