



## In-Place Executive Committee

David Zimmerman - Chairman  
Jury Commission Room – McKenzie Building  
Wednesday, June 26, 2024  
\*During County Board Meeting\*

### I. Roll Call

### II. New Business

- E-24-81      A.      Recommend to approve emergency declaration for Townline Bridge over Prairie Creek
- E-24-82      B.      Recommend to approve internet service agreements with Stratus Networks
- E-24-83      C.      Recommend to approve internet service agreements with i3 Broadband, LLC
- E-24-84      D.      Recommend to approve fully managed IT service agreement with Heart Technologies, Inc.

### VIII. Recess

Members:      Chairman David Zimmerman, Vice Chairman Michael Harris,  
Bill Atkins, Nick Graff, Jay Hall, Kim Joesting, Greg Longfellow,  
Greg Menold, Dave Mingus, Nancy Proehl,  
Tammy Rich-Stimson, Max Schneider

**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, a request was received from the Tazewell County Highway Department for an emergency declaration under§ 33.13 Miscellaneous Provisions of the Tazewell County Code; and

WHEREAS, the emergency need is due to a large truck which damaged a portion of a guard rail on the Townline Bridge over Prairie Creek; and

WHEREAS, the request would allow the Highway Department to procure the equipment, supplies, and services necessary to allow for the safe passage over the Townline Bridge over Prairie Creek, which would include, but not limited to, traffic signals, concrete barrier walls, signs and striping; and

WHEREAS, the County's Executive Committee recommends to the County Board to approve the emergency declaration under§ 33.13 Miscellaneous Provisions of the Tazewell CountyCode.

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

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

PASSED THIS 26th OF JUNE, 2024.

ATTEST:

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

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

# Tazewell County Board



David Zimmerman, Chairman of the Board  
Mike Deluhery, County Administrator

June 20, 2024

Mr. John Ackerman  
Tazewell County Clerk  
Via hand delivery

Dear John:

I wish to declare an emergency under § 33.13 Miscellaneous Provisions of the Tazewell County Code to approve:

Allowing the Highway Department to procure the equipment, supplies, and services necessary to allow for the safe passage over the Townline Bridge over Prairie Creek, which would include, but not be limited to, traffic signals, concrete barrier walls, signs, and striping.

The emergency need is due to a large truck which damaged a portion of the guard rail on the Townline Bridge over Prairie Creek.

Per the requirement in § 33.13, the Board will consider a resolution approving this action at the June 26, 2024 meeting.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "DJ", written in a cursive style.

David Zimmerman  
County Board Chairman

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copy to: County Board Members  
Brett Grimm, Auditor  
Hannah Clark, Treasurer  
Highway Department

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 internet service agreements with Stratus Networks for the Tremont Campus and Broadway Building; and

WHEREAS, Tazewell County utilizes two internet service providers to ensure continuity of service; and

WHEREAS, Stratus Networks provides internet service to the Downtown Pekin Campus; and

WHEREAS, the attached agreements provide internet service directly to the Tremont Campus and Broadway building; and

WHEREAS, the agreements covering both locations are for three-year terms that include secure port plus at a cost of \$1,245 per month at the Tremont campus and \$1,210 per month for the Broadway Building.

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 26<sup>th</sup> DAY OF JUNE, 2024.

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 #	8425
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	Sandy Gullette	sgullette@tazewell-IL.gov	309-478-5703
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 /29 IP Block for \$40.00 MRC		
Location Information			
Location Name:	Tazewell County Health Department	Room/Suite	
Address	1800 Broadway St	City/State/ZIP	Pekin, IL, 61554
Pricing Information			
Minimum Service Term	36 Months	Monthly Recurring Charges (MRC): \$1,035.00	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:		Print Name:	<b>Brandon Mabis</b>
Title:		Title:	<b>Pricing Manager</b>
Date:		Date:	<b>6/20/2024</b>

\*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/).

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City, State, Zip	Pekin, IL, 61554		
Contact Information			
Contact	Name	Email	Phone #
Order	Mike Deluhery	mdeluhery@tazewell-IL.gov	309-478-5704
Billing	Sandy Gullette	sgullette@tazewell-IL.gov	309-478-5703
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 Health Department	Room/Suite	
Address	1800 Broadway St	City/State/ZIP	Pekin, IL, 61554
Pricing Information			
Minimum Service Term	36 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:		Print Name:	<b>Brandon Mabis</b>
Title:		Title:	<b>Pricing Manager</b>
Date:		Date:	<b>6/20/2024</b>

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## SERVICE ORDER

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Customer Information			
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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	Sandy Gullette	sgullette@tazewell-IL.gov	309-478-5703
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 /28 IP Block for \$60.00 MRC		
Location Information			
Location Name:	Tazewell County Health Department	Room/Suite	
Address	21306 State Route 9	City/State/ZIP	Tremont, IL, 61568
Pricing Information			
Minimum Service Term	36 Months	Monthly Recurring Charges (MRC): \$1,070.00	Non-Recurring Charges (NRC): \$15,000.00
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:		Print Name:	Brandon Mabis
Title:		Title:	Pricing Manager
Date:		Date:	6/20/2024

\*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 #	8425
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	Sandy Gullette	sgullette@tazewell-IL.gov	309-478-5703
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 Health Department	Room/Suite	
Address	21306 State Route 9	City/State/ZIP	Tremont, IL, 61568
Pricing Information			
Minimum Service Term	36 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:		Print Name:	Brandon Mabis
Title:		Title:	Pricing Manager
Date:		Date:	6/20/2024

\*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.



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 internet service agreements with i3 Broadband, LLC for the Tremont Campus and Broadway Building; and

WHEREAS, Tazewell County utilizes two internet service providers to ensure continuity of service; and

WHEREAS, i3 Broadband, LLC currently provides internet service to the Downtown Pekin Campus and to the Tremont Campus through a TLS connection; and

WHEREAS, the first renewal agreement converts the TLS service connecting downtown Pekin to the Tremont campus to a direct internet service at the Tremont campus for the same cost of \$599.99 per month, plus an additional \$34.99 cost for static IP addresses; and

WHEREAS, this conversion allows the County to implement new technology standards with the new firewalls; and

WHEREAS, the agreement converting the TLS line to a direct internet service maintains the thirteen months remaining in the original agreement; and

WHEREAS, the second agreement provides new internet service to the Broadway building at a monthly cost of \$624.98, including the static IP addresses cost, for a three-year period.

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 26<sup>th</sup> DAY OF JUNE, 2024.

ATTEST:

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

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



This Renewal Services Agreement (with its associated Exhibits, SOFs and attachment, the "Agreement") is entered into this 19th day of June, 2024, by and between Tazewell County, ("Customer") and i3 Broadband, LLC, a Delaware limited liability company d/b/a "i3 Broadband" (the "Company" with each of Customer and the Company being referred to herein as a "Party" and together as the "Parties"). The Parties agree that the following Renewal Services Agreement shall renew the contract referenced in the attached Service Order Form. All terms and conditions set forth in the original Master Services Agreement, not amended herin, shall remain in full force and effect as written. In the event of conflict, the terms of this Renewal Service Agreement shall prevail:

**IN WITNESS WHEREOF**, the Company and Customer agree to the terms and conditions of this Agreement on the date first above written.

**THE COMPANY**

i3 Broadband, LLC  
602 High Point Lane  
East Peoria, IL 61611  
support@i3broadband.com

**CUSTOMER**

Tazewell County  
Address: 11 S 4th ST  
City, State, Zip: Pekin, IL 61554  
Email: shizey@tazewell-il.gov

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Sales Person: Jeannie Osborn  
 Sales Person Phone: 309-670-0542  
 Sales Person E-mail: jeannie.osborn@i3broadband.net  
 Sales Person Fax: 309-689-1897

## Service Order Form

### Company Information

Company Name:	Tazewell County	State Registration / Business Type:	IL Municipality
Account Address:	11 S 4th ST Pekin, IL, 61554	White Pages Name / Category:	Tazewell County County
Term Length (months):	13	Quote date	20 June 2024
Service start or commencement date begins at billing start date		Quote expiration	30 days

### Contact Information

Type	Name	Phone(s)	Email Address	Contact for:
Primary	Scott Hizey	Work Phone: 3094785850 Cell Phone: 3092412071	shizey@tazewell-il.gov	
Primary	Jeff Young	Work Phone: 3094785849	HelpDesk@tazewell.com	
Primary	Mike Deluhery		mdeluhery@tazewell-il.gov	Support Ticket Emails
Billing	Terry Short	Work Phone: 3094785902	TShort@tazewell-il.gov	
Billing	Sue Beeney	Work Phone: 3094785703	sbeeney@tazewell-il.gov	
Billing	Sherri Dierker	Work Phone: 3094772237	shoyle@tazewell.com	
Technical	Bill Jenkins		bjenkins@tazewell-il.gov	Support Ticket Emails Billing Ticket Emails

Location	Quantity	Service	Each	Per Month	One-Time Charge
<b>Fiber Internet</b>					
21306 Illinois Route 9	1	1000Mbps / 1000Mbps	New	\$599.99	\$599.99
			<b>TOTAL</b>	<b>\$599.99</b>	<b>\$0.00</b>
<b>Static IP Addresses</b>					
21306 Illinois Route 9	1	/28 - 16 addresses (13 usable)	New	\$34.99	\$34.99
			<b>TOTAL</b>	<b>\$34.99</b>	<b>\$0.00</b>
<b>Video</b>					
			<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Monthly Billing</b>					
** E-Mail Bill			\$0.00	\$0.00	\$0.00
Paper Billing			\$5.00	-	-
			<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Payment Type</b>					
** ACH from Checking or Savings account			\$0.00	\$0.00	-
Credit Card (Charge is per transaction)			\$2.50	-	-
No Autopay			\$5.00	-	-
			<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Notes**

Customer will be cancelling existing 1000/1000 TLS Service for \$599.99 at TCHD at 21306 Il Rt 9 and replace it with 1000/1000 \$599.99 Internet service. All other services pricing will stay the same per signed agreement 1.27.23.  
 Customer may transfer or exchange equal or higher services to other locations being served under this contract so long as is does not lesson the original contracted amount signed 1.27.23.

Location	Quantity	Service	Each	Per Month	One-Time Charge
<b>Regular Monthly Total</b> (Untaxed)					<b>\$634.98</b>
<b>One Time Charges</b> (Untaxed)					<b>\$0.00</b>
<b>First Month's Total</b> (Untaxed)					<b>\$634.98</b>

**Routing Information**

**800 Number Routing**

Quantity of Porting Numbers

Quantity of New Numbers

**Hunt Group**

**Number Port**

**Line Type**

**Plan Type**

**Notes**

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**THIS MASTER SERVICES AGREEMENT** (with its associated Service Order Forms (SOFs), the “Agreement”) sets forth the terms by which i3 Broadband, LLC, or its applicable operating subsidiary (the “Company”) will provide to the subscriber executing this Agreement (the “Customer”) the selected services set forth on the Service Order Form(s) (“SOF”) attached Exhibit A and any other SOFs subsequently entered into by and between the Company and Customer (the selected services, the “Services”).

## Body of Agreement

- 1. Request for Service.** Customer shall request Services by submitting a SOF to the Company either (i) in writing to one of the Company’s customer service locations; or (ii) through the Company’s electronic order processing system. A SOF shall become binding on the Parties only when the Company accepts the SOF by delivering a signed counterpart to the Customer.
- 2. Terms of Service.** The rates, terms and conditions of service of the Company (the “Terms of Service”), to the extent not contained in the SOF, may be found at the Company’s website at <https://i3broadband.com/terms-of-service/>, and such Terms of Service are incorporated into this Agreement. The Company reserves the right to change, amend, or modify its Terms of Service, and each future version of the Terms of Service replaces its immediate predecessor and is incorporated by reference into this Agreement.
- 3. Duration of Agreement.** This Agreement shall be effective on the “Service Start Date” and shall continue for the “Service Period” as each are stated in the most recently signed SOF. The Service Period of each SOF shall automatically renew for another Service Period of equal length unless Customer provides at least 30 days’ advance, written notice of its intent to terminate the Service(s) at the end of the then-effective Service Period.
- 4. Cancellation Before Service Start Date.** Customer may cancel this Agreement upon written notice to Company before the Service Start Date, provided that the Customer shall (a) pay a termination fee equal to three months’ Monthly Recurring Charges (“MRCs”); (b) return any Company-provided equipment in its possession; and (c) reimburse the Company for all expenses incurred or owed by the Company in connection with the Services selected by Customer. The Company shall retain any amounts paid to the Company by Customer prior to termination of this Agreement.
- 5. Default.** If Customer is in breach or default of any term of this Agreement, the Company may (i) terminate the Service Period and require Customer to pay the applicable Termination Charges up to the remaining term multiplied by the monthly service fee; (ii) terminate or suspend Service under outstanding SOF(s); (iii) require a deposit, advance payment, or other assurances as a condition of continuation of Services to Customer; and/or (iv) seek any other remedy available to the Company under this Agreement, or at law or equity.
- 6. End of Agreement.** Upon the expiration or termination of the Service Period under a SOF: (a) the Company may disconnect/terminate each applicable Service to Customer; (b) the Company may delete all applicable data, files, electronic messages, voicemail or other information stored on the

Company's servers, equipment, or systems; and (c) the Customer shall permit the Company and its representatives and agents to have access to each Customer facility to retrieve Company-provided equipment. If the Company-provided equipment has been damaged, the Company may invoice Customer the replacement or repair cost of the relevant Company equipment.

- 7. Non-Recurring Charges; Monthly Recurring Charges; Increases.** Non-recurring fees associated with installation activities ("NRCs") billed to Customer and payable upon execution of the SOF triggering the NRC. Recurring monthly charges associated with the Services or the use of Company-provided equipment, set-up or activation fees, re-activation fees, minimum fees, technical support, maintenance and repair, and applicable federal, state, and local taxes, fees, surcharges and recoupments ("MRCs") shall be billed monthly in advance and payable on the date stated in the billing invoice. Customer agrees to pay all MRCs within 28 days of the date of the invoice for such MRC. The Company may increase the MRC for any Service effective upon the end of the then current Service Period with 30 days' notice. Customer shall have the right to terminate the SOF subject to the MRC increase by written notice given at least 10 days prior to the end of the then current Service Period.
- 8. Third-Party Charges.** If the Company determines that third party services are required to provide Services to Customer, it shall have the right to charge the Customer for such third party service charges. All such charges, costs and fees incurred by the Company in providing Services to Customer shall be billed to Customer in arrears and payable within 28 days from the date of the billing invoice.
- 9. Late and Partial Payments; Taxes.** Any payment not made when due shall incur interest equal to the greater of one and one-half percent per month, or the greatest interest rate allowed by law, until paid in full. Partial payment of any billing invoice will be applied to the Customer's outstanding charges. Acceptance of partial payment(s) by the Company shall not constitute a waiver by the Company of its right to collect the balance owed. Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees, including those that are applicable retroactively.
- 10. Force Majeure.** Notwithstanding any other provision herein or in a SOF the Company shall not be liable to the Customer for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as, without limitation, act of God, fire, explosion, power blackout, cable cut, acts of terrorism or war, Pandemic, acts of regulatory, utility, or governmental agencies, unavailability of rights of way, spectrum interference, electrical storms, electromagnetic interference caused by the sun or other sources, heavy precipitation, excessive weather conditions, unavailability of services or materials upon which the Services rely, or other causes beyond the Company's reasonable control.
- 11. Non-Assignment.** Customer shall not assign any right, obligation, interest or duty herein, in whole or in part, without the prior written consent of the Company, which may be withheld in its sole discretion.
- 12. Notices.** Any notices or other communications contemplated under this Agreement shall be in writing and delivered by personal delivery, overnight courier, or by U.S. Certified Mail, Return Receipt Requested to the party's address stated in the SOF, and each Party shall notify the other Party in writing of any change in the first Party's mailing address in such manner.
- 13. Entire Understanding.** This Agreement between Customer and the Company constitutes the entire understanding of the parties related to the subject matter hereof, and supersedes all prior agreements and understandings. The SOF(s) shall control if there is a conflict between any SOF(s)

and this MSA. Amendments and waivers affecting this Agreement shall be binding only if in writing.

**14. Governing Law and Venue.** The domestic law of the state in which the Service is provided governs this Agreement Any litigation or dispute related to this Agreement will be brought in the state courts located in any County in which Customer uses the Services, without waiving any right to remove to federal court to the extent jurisdiction is available.

**IN WITNESS WHEREOF**, the Company and Customer agree to the terms and conditions of this Agreement on the date first above written.

**THE COMPANY**

i3 Broadband, LLC  
602 High Point Lane  
East Peoria, IL 61611  
support@i3broadband.com

**CUSTOMER**

Tazewell County  
Address: 11 S 4th ST  
City, State, Zip: Pekin, IL 61554  
Email: shizey@tazewell-il.gov

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





Sales Person: Jeannie Osborn  
 Sales Person Phone: 309-670-0542  
 Sales Person E-mail: jeannie.osborn@i3broadband.net  
 Sales Person Fax: 309-689-1897

## Service Order Form

### Company Information

Company Name:	Tazewell County	State Registration / Business Type:	IL Municipality
Account Address:	11 S 4th ST Pekin, IL, 61554	White Pages Name / Category:	Tazewell County County
Term Length (months):	36	Quote date	20 June 2024
Service start or commencement date begins at billing start date		Quote expiration	30 days

### Contact Information

Type	Name	Phone(s)	Email Address	Contact for:
Primary	Scott Hizey	Work Phone: 3094785850 Cell Phone: 3092412071	shizey@tazewell-il.gov	
Primary	Jeff Young	Work Phone: 3094785849	HelpDesk@tazewell.com	
Primary	Mike Deluhery		mdeluhery@tazewell-il.gov	Support Ticket Emails
Billing	Terry Short	Work Phone: 3094785902	TShort@tazewell-il.gov	
Billing	Sue Beeney	Work Phone: 3094785703	sbeeney@tazewell-il.gov	
Billing	Sherri Dierker	Work Phone: 3094772237	shoyle@tazewell.com	
Technical	Bill Jenkins		bjenkins@tazewell-il.gov	Support Ticket Emails Billing Ticket Emails

Location	Quantity	Service	Each	Per Month	One-Time Charge
<b>Fiber Internet</b>					
1800 Broadway RD	1	1000Mbps / 1000Mbps	New	\$599.99	\$599.99
				<b>TOTAL</b>	<b>\$599.99</b>
<b>Static IP Addresses</b>					
1800 Broadway RD	1	/29 - 8 addresses (5 usable)	New	\$24.99	\$24.99
				<b>TOTAL</b>	<b>\$24.99</b>
<b>Video</b>					
				<b>TOTAL</b>	<b>\$0.00</b>
<b>Monthly Billing</b>					
** E-Mail Bill				\$0.00	\$0.00
Paper Billing				\$5.00	-
				<b>TOTAL</b>	<b>\$0.00</b>
<b>Payment Type</b>					
** ACH from Checking or Savings account				\$0.00	\$0.00
Credit Card (Charge is per transaction)				\$2.50	-
No Autopay				\$5.00	-
				<b>TOTAL</b>	<b>\$0.00</b>
<b>Installation</b>					
1800 Broadway RD	1	Installation		\$99.95	\$0.00
				<b>TOTAL</b>	<b>\$99.95</b>

### Notes

Customer is adding a new 1000/1000Mbps Internet connection with 5 usable statics. Needs to be installed by July 31st.

Location	Quantity	Service	Each	Per Month	One-Time Charge
<b>Regular Monthly Total</b> (Untaxed)					<b>\$624.98</b>
<b>One Time Charges</b> (Untaxed)					<b>\$99.95</b>
<b>First Month's Total</b> (Untaxed)					<b>\$724.93</b>

**Routing Information**

**800 Number Routing**

Quantity of Porting Numbers

Quantity of New Numbers

**Hunt Group**

**Number Port**

**Line Type**

**Plan Type**

**Notes**

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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 entering into a three-year fully-managed IT services agreement with Heart Technologies; and

WHEREAS, Heart Technologies has extensive knowledge of the County's IT environment through completed and ongoing technology improvement projects, and as the phone system provider; and

WHEREAS, the County has a current agreement with Heart Technologies to provide the software products and oversight that is necessary to manage the security of the network; and

WHEREAS, this agreement would expand those services to include full help desk support, which would include having onsite support Monday - Friday 8:00 AM to 4:30 PM, excluding holidays, with two technicians working three days each per week, as well as additional remote support through Heart's service desk; and

WHEREAS, the agreement includes minimum response times with classifications for major malfunctions that must be responded to within one hour and are 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

and minor malfunctions or general service requests that must be responded to within four hours; and

WHEREAS, the agreement also increases logging retention from 30 days to 90 days; and

WHEREAS, moving to the fully managed IT services agreement and increasing the length of logging would bring the monthly cost from the current contractual fee of \$28,065 to per month to \$45,565 per month; and

WHEREAS, after-hours support is available 24/7 at billable half-hour increments of 1.5x the discounted time and materials rate for nights and Saturdays, 2x the discounted rate for Sundays and holidays at the rates provided in the agreement; and

WHEREAS, providing fully managed IT services is not conducive to competitive bidding given the complexity of the IT environment of the County, the existing knowledge necessary to take on this role, and the need for network security confidentiality, which makes Heart Technologies uniquely qualified to provide the service with having the knowledge and experience to fully manage the County's IT environment.

THEREFORE BE IT RESOLVED that the County Board authorizes the County Board Chairman to enter into the agreement with Heart Technologies.

BE IT FURTHER RESOLVED that the County Administrator is authorized to enter into severance agreements with the current IT employees, with the ability to offer salary and health insurance benefits for up to two months at the administrator's discretion.

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

PASSED THIS 26<sup>th</sup> DAY OF JUNE, 2024.

ATTEST:

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Tazewell County Clerk

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Tazewell County Board Chairman



We have prepared a quote for:

**Tazewell County Government**

**Fully Managed Services Option (3 Year)**

Quote # ME011630EP Version 1

Prepared by:

**Matt Eppel**

Engineered by:

**Tim Perry**



## Fully Managed Services Option (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) 478-5704  
MDeluhery@tazewell-il.gov  
101 S. Capitol  
Pekin, IL 61554

**Quote Information:**

**Quote #: ME011630EP**

Version: 1  
Delivery Date: 06/10/2024  
Expiration Date: 07/05/2024

## Monthly Expenses Summary

Description
Fully Managed Services Option (3 Year)

**Monthly Total: \$45,565.00**

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: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Mike Deluhery

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Scope of 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 (Up to 450 Windows Computers)

- Windows Patch Management with Scheduled Reboots
- Software Installation and Maintenance
- Scheduled Disk Cleanup
- Configuration Changes
- Troubleshooting via Heart Service Desk

### 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 (Up to 450 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 (Up to 450 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)



## Scope of Services

### Security Awareness/Literacy Training (Up to 450 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

### Multi-factor Authentication (Up to 500 Users)

- MFA Configured for
  - Office 365
  - Server Authentication
- MFA Software Installed on Users Android or iOS Device
- DUO User/Device Administration

### Secure Access Service Edge (SASE) - (Up to 140 Users)

- Cloud-Based consolidate network security
- Global distributions service for user endpoints
- "Always On" VPN
- Distributed inspection and policy enforcement

### Advanced Endpoint Protection with Response and Remediation (490 Windows Devices)

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

### ThreatLocker Advanced Application Security (Up to 450 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 (Up to 450 Devices)

- Ingestion and analysis of network & endpoint logs (90-day logging)
- MITRE ATT&CK® framework mapping
- Integration with Microsoft 365
- 24/7 SOC Investigates Alerts, Escalates Cases, and Supports Response
- Customized Detection & Threat Hunting

## Scope of Services

### Onsite Technicians (Qty. 2)

- Each Technician 3 Days Per Week (M-F 8:00 a.m. to 4:30 p.m. excluding holidays)
- Scheduled in Advance with Site Coordinator

## Terms and Conditions

### 1. Customer Responsibility

- CUSTOMER shall designate an IT decision-maker/point of contact:
- IT PoC Name: \_\_\_\_\_
- IT PoC phone & email: \_\_\_\_\_
- CUSTOMER shall work with HEART to determine the schedule of the onsite technicians.
- 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 except for schedule site visits. If remote support cannot resolve a given issue, a site visit will be required. Site visits which are outside or, or in addition to, the scheduled onsite time, shall be billed at discounted T&M rate
  - Normal business hours T&M Rates are: \$150/hr. for Desktop and Server labor, and \$175/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.

### 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 (\$225/hr. for Desktop and Server labor, and \$262.50/hr. for Networking labor - billed in ½-hour increments). For Sundays and Holidays, the charge is 2x the discounted T&M rate (\$300/hr. for Desktop and Server labor, and \$350/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.

## Terms and Conditions

- 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 except for scheduled onsite hours. If an unscheduled or supplemental Onsite visit is requested or deemed necessary by HEART during business hours, it is available at discounted T&M rates (\$150/hr. for Desktop and Server Labor, and \$175/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)**\_\_\_\_\_ Through **(MM/YYYY)**\_\_\_\_\_
- At the end of the 36 months, the CUSTOMER has the option to continue this agreement on a month-to-month basis or to renew the agreement for an additional 36 months under the same terms and conditions.

### 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.
- CUSTOMER agrees that the monthly charges outlined in this agreement are subject to an annual adjustment. A 3% increase shall be applied to this agreement at the end of each 12-month billing period. This adjustment will automatically take effect and does not require the execution of an addendum to the agreement.
- HEART shall review the counts for devices, users, licenses, etc. covered under this agreement on a semi-annual basis. Significant changes to the counts (increases or decreases) will be communicated to the county along with the a proposed adjustment to the monthly recurring charges. Both parties shall agree to the adjusted proposal before the billing amount changes.

### 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.

## Standard Terms and Conditions

1. This proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agent, and if written plans and specifications are furnished by Customer, and HEART Technologies, Inc., (from here on referred to as HEART Technologies, Inc.) interpretation of them. HEART Technologies, Inc. assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor or materials not specifically mentioned herein. Any additional work not covered herein shall be billed as time and material.
2. Terms and amount of payment shall be those specified herein. If not specified in the proposal, payment shall be 50% down at contract signing, 30% upon receipt of materials, and the remaining 20% due upon completion of this contract where the work is completed within the same month as the billing period. Where work continues beyond a period of 30 days, or is delayed for reasons beyond the control of HEART Technologies, Inc., monthly progress payments shall be paid in an amount equal to the labor and material on a percentage of completion basis of the job covered by this contract. Payment shall be made to HEART Technologies, Inc. by the 10th of the month following the date of any billing. HEART Technologies, Inc. shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract. In the event suit is filed by HEART Technologies, Inc. to collect any Moneys due hereunder or to enforce any other provisions of the contract, the Customer agrees to pay all cost, and the attorney's fees incurred. Past Due balances shall be charged finance charges at a rate of 1.5% per month. Customer agrees to pay these charges, if for any reason payments are not received by due date.
3. Alterations or additional work ordered by Customer or his agent shall constitute an addition to this proposal, and shall be charged for on a time and material basis in accordance with the current prices shown in a locally recognized trade pricing standard, in effect at time of billing. If any additions to the contract are ordered, the amount to be paid for the same shall be determined by the Customer and HEART Technologies, Inc. at the time that they are ordered, and if they do not agree upon an amount to be paid, then the Customer shall pay a reasonable price therefor. If the change requested by the Customer shall reduce the amount of labor or material, or both, that HEART Technologies, Inc. shall furnish to the project, then the Customer and HEART Technologies, Inc. shall agree at the time that the change is requested on the amount of credit that shall be given by HEART Technologies, Inc. to the Customer, and if they do not agree upon an amount of credit then the reasonable value of the labor and material shall be credited to the Customer. HEART Technologies, Inc. shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such additions or changes. However, if such written orders are not received this shall not affect the right of HEART Technologies, Inc. to receive payment as outlined above for said labor and materials so furnished. Payments for additions or changes shall be made under the same terms and conditions as are embodied in the original proposal and contract.
4. All prices quoted herein are firm upon acceptance of this proposal, and are subject to correction prior to acceptance. All written proposals are conditioned upon acceptance within time limit specified on the face of this proposal. Verbal quotations are subject to immediate acceptance and terminate the day they are made.
5. It is a condition of this proposal that all materials or devices which are supplied by HEART Technologies, Inc. for installation will be of a type that is approved for the purpose. It is further stipulated that the Customer will assume the same responsibility for any material or equipment not furnished by HEART Technologies, Inc..
6. This proposal including any plans, specifications, drawings or engineering data are furnished by HEART Technologies, Inc. to Customer in trust for determining the scope of the work to be performed and shall remain the property of HEART Technologies, Inc.. They shall be immediately returned to HEART Technologies, Inc. in the event it is not awarded the contract to perform such work. If such plans, specifications or other data are used for the purpose of obtaining other bids or in connection with the installation, the Customer shall pay HEART Technologies, Inc. for all expense in preparing such plans or other data on an engineering fee basis.
7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.
8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied, with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc. The owner, buyer and Customer hereby waive any and all claims for damage to said realty or buildings caused by the removal of said materials or any part thereof.
9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.
13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.
15. This agreement, and any issues arising in connection with it, shall be governed by, and construed in accordance with, the laws of the State of Illinois.
16. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals and all previous negotiations and agreements, representations and warranties, written or oral.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

It is the policy of HEART Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.