Ordinance No. 25 - 4533

AN ORDINANCE APPROVING AND AUTHORIZING PAYMENT OF A PROPOSAL FROM LIFTOFF, LLC FOR YEAR TWO (2) OF THE 2024 CONTRACT ENTERED INTO WITH LIFTOFF, LLC FOR PROFESSIONAL SERVICES AND LICENSING TO BE PROVIDED TO THE VILLAGE OF BARRINGTON RELATIVE TO MIGRATION TO MICROSOFT OFFICE 365

WHEREAS, in 2024, the Village of Barrington ("the Village") awarded and entered into a three (3) year contract with LiftOff, LLC, 1667 Patrice Circle, Crofton, MD 21114 ("LiftOff, LLC") to provide certain professional services to the Village, including but not limited to cloud migration services and product licensing for the Village's use of Microsoft Office 365 (the "Services"), and pursuant to the authority of the Village, the Village wishes to continue to utilize and authorize payment of the Services to be provided by LiftOff, LLC for year two (2) of the three (3) year contract with LiftOff, LLC to continue to provide the aforesaid Services to the Village and to accept and authorize payment of the Quote dated June 4, 2025 received from LiftOff, LLC for year two (2) of the aforesaid contract previously entered into with LiftOff, LLC at a total not-to-exceed cost of $40,892.40 for a one (1) year term beginning June 28, 2025, a copy of which Quote is attached hereto as Exhibit A and thereby made a part hereof (the "LiftOff, LLC Proposal"); and

WHEREAS, the scope of professional services to be provided by LiftOff, LLC is more specifically set forth on the 2024 contract with LiftOff, LLC and will include but not be limited to those services and licensing as set forth on the LiftOff, LLC Proposal dated June 4, 2025 as hereby approved; and

WHEREAS, the Corporate Authorities of the Village find that it is in the best interests of the Village and its residents to authorize the Village to accept the LiftOff, LLC Proposal dated June 4, 2025 for the proposed professional services and licensing for a one (1) year term beginning June 28, 2025 at a not-to-exceed cost of $40,892.40:

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, pursuant to the authority of this Village as a Home Rule unit, as follows:

SECTION 1: The Corporate Authorities find that the facts set forth in the preamble to this Ordinance are true and correct and are hereby incorporated by reference as fully as if set forth herein.

SECTION 2: The LiftOff, LLC Proposal dated June 4, 2025 in the amount of $40,982.40 for year two (2) of the aforesaid Services to be provided to the Village pursuant to and more specifically set forth in the 2024 contract previously entered into by the Village with LiftOff, LLC, a copy of which Proposal is attached hereto as Exhibit A and thereby expressly made a part hereof, is hereby accepted and approved by the Corporate Authorities of the Village.

SECTION 3: The Village President, or his designee, is hereby authorized on behalf of the Village to accept and execute and the Village Clerk is authorized to attest and deliver to LiftOff, LLC an executed copy of the Lift-Off, LLC Proposal dated June 4, 2025 attached hereto as Exhibit A and thereby made a part hereof, and to take all other necessary and appropriate actions to accomplish and implement the provision to the Village by LiftOff, LLC of the aforesaid Services as herein approved.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage as provided by law.

PASSED THIS 23 DAY OF JUNE, 2025, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lehmeyer, Sholeen, Duncan, Prigge, Klauer and President Moran

NAYS: NONE

ABSENT: Trustee Wondrasek

RECUSE: NONE

APPROVED THIS 23 DAY OF JUNE, 2025

Michael Moran, Village President

ATTESTED AND FILED THIS
23 DAY OF JUNE, 2025

James P. Dillon, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

EXHIBIT A

LiftOff, LLC Quote dated June 4, 2025

QUOTE

as of 6/4/2025

Bill to:

Village of Barrington, IL
200 S. Hough Street
Barrington, IL 60010

Ship to:

Village of Barrington, IL
200 S. Hough Street
Barrington, IL 60010

Reseller (Remit To):

LiftOff LLC
Attn: Ron Braatz
1667 Patrice Circle
Crofton, MD 21114

Terms:

Due on Receipt

Payment Options:

ACH Payment (preferred) or check

Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/ Month	Licenses	Cost/Year
Exchange Online P1 GCC	3MS-00001	12	4.00	31	$1,488.00
Office 365 E1 GCC	U4S-00002	12	10.00	43	$5,160.00
Exchange Online Archive GCC	4ES-00001	12	3.00	69	$2,484.00
Office 365 E3 GCC	AAA-11894	12	23.00	60	$16,560.00
Entra ID P1 GCC	MQM-00001	12	5.70	126	$8,618.40
Entra ID P2 GCC	MQN-00001	12	8.50	1	$102.00
Extra File Storage – 1 GB GCC	M9T-00002	12	0.24	2,250 GB	$6,480.00
LiftOff Licensing Benefits	-	-	-	-	INCLUDED

Total: $40,892.40

*LIFTOFF LICENSING BENEFITS: As a valued licensing customer, LiftOff offers you a range of free, ongoing services to your organization. This includes: Access to our library of Office 365 Admin best practice documents, our library of end-user training videos, AD Connect support including re-installations and troubleshooting, invitations to our Office 365 Security webinars and access to the recordings, limited free consultations on implementation processes like the "Office Deployment Tool", annual Office 365 health check-ups and security check-ups, and support for compliance/re-tention features including ongoing training to staff that need to conduct compliance retention searches.

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Pricing Information:

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing valid for 14 days
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

In order to proceed, send a Purchase Order to 365licensing@liftoffonline.com. Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.

Customer Terms for Cloud Services Agreement
US Public Sector

This agreement is between **LiftOff LLC** ("we", "us", and "our") and **Village of Barrington, IL** ("you" and "your"). It is effective when we accept it. Key terms are defined in § 8.

1. General.

Right to use. You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party's patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users' use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365's operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States, If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

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Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially

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reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or $5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see http://www.microsoft.com/exporting/. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

8. Definitions.

"AUP" means the acceptable use policy at http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

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"Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

"Portal" means the Online Services Portal for Office 365 (see http://www.microsoft.com/online).

"Providers" means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.
"SLA" means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see http://www.microsoft.com/licensing/contracts).

"Subscription" means an order for a quantity of Office 365.

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