VILLAGE OF DOWNERS GROVE
Report for the Village

6/5/2018

SUBJECT:	SUBMITTED BY:
G Suite Renewal Amendment	Dave Kenny, Director, Information Technology

SYNOPSIS

Resolutions have been prepared authorizing execution of a 12-month license agreement renewal with SADA Systems, Inc. of North Hollywood, CA, for use of G Suite (formerly Google Apps) in the amount of $27,750 and an amendment to the agreement renewal to cover new requirements.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Continual Innovation*

FISCAL IMPACT

The FY18 Budget includes $28,000 in the General Fund (Page 4-3, Line 18) for this renewal.

RECOMMENDATION

Approval on the June 5, 2018 consent agenda.

BACKGROUND

In March 2012, the Village migrated to G Suite (formerly Google Apps for Government). Village staff has benefited in the following areas:

- Full complement of office-based software programs that offer enhanced features related to document sharing and collaboration in an online environment.
- Access to cloud-based software programs via the Internet, which reduces costs associated with hardware, software and labor.
- Significantly lower total cost of ownership as compared with the alternative of upgrading and/or maintaining the existing software programs.

The amendment to the agreement renewal addresses privacy concerns, specifically the European Union's (EU) General Data Protection Regulation (GDPR) requirements. Because Google's G Suite is used by EU citizens, language is included to satisfy those new regulations.

ATTACHMENTS

Agreement
Amendment

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND SADA SYSTEMS, INC.

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1.　　　That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove ("Customer") and SADA, authorized reseller of Google, Inc. ("Google"), for renewal of G Suite Services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2.　　　That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3.　　　That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4.　　　That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5.　　　That this Resolution shall be in full force and effect from and after its passage as provided by law.

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Passed:
Attest: _____
　　　　　Village Clerk

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SADA Systems, Inc.
G SUITE CUSTOMER AGREEMENT

This **G SUITE CUSTOMER AGREEMENT** (this "Agreement"), is made and entered into as of the date the last party executes the G Suite Ordering Document (the "Ordering Document") by electronic or manual signature (the "Effective Date"), thereby indicating acceptance of the terms of this Agreement between SADA Systems, Inc., a California corporation, with offices at 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601 ("SADA"), and the customer identified in the Ordering Document or Statement of Work ("Customer").

IT IS RECOMMENDED THAT YOU PRINT A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.

1.　　SERVICES AND TERMS OF SERVICE

1.1　　Provision of Services. This Agreement establishes the terms under which SADA, as an authorized reseller of Google, Inc. ("Google"), will provide Customer with access to the G Suite services set forth in the Ordering Document (the "Services") and account activation. Customer acknowledges and agrees that this Agreement and the Google TOS (as defined in Section 1.3) govern Customer's use of the Services and the support services described in Section 1.2, but do not govern implementation and deployment services performed by SADA, if any, which will be performed under a separate Master Professional Services Agreement between SADA and Customer.

1.2　　Support. Customer will respond to questions and complaints from Customer's individual end users who use the Services (such individuals, "End Users") or third parties relating to Customer's or End Users' use of the Services. SADA will provide front-line technical support directly to Customer's technology administrators with respect to questions, complaints and other support issues that Customer cannot resolve, and SADA is hereby authorized by Customer to submit Customer support issues to Google on behalf of Customer. Customer may also escalate support requests to Google in accordance with Google's applicable technical support guidelines (the "TSSG") for the Services. Google will only provide customer support to Customer in accordance with the Google TOS.

1.3　　Google Terms of Service. The Services will be provided by Google. The Google TOS will govern Customer's access to and use of the Services. For purposes of this Agreement, the "Google TOS" means those terms of service that govern use of the Services and that must be entered into directly between Google and Customer prior to Customer's first log in to the Services, via acceptance by Customer when presented by Google online. The Google TOS can be viewed at https://gsuite.google.com/terms/reseller_premier_terms.html (or such other URL as Google may provide). Customer understands and agrees that Customer will be required to accept the Google TOS before accessing or using the Services. Capitalized terms used in this Agreement that are not defined herein are defined in the Google TOS. The Google TOS is a contract between Customer and Google. SADA will have no liability for performance of the Services, other than as set forth in this Agreement.

1.4　　Service Levels. The Services are governed by the service level agreement ("SLA") set forth in the Google TOS. If Google fails to comply with the SLA, Customer will be eligible to receive those remedies set out in the Google TOS and must request such remedies directly from SADA. Customer's sole and exclusive remedy in the event of an SLA breach will be the remedies set forth in the applicable SLA.

1.5　　Communications with Google. Customer hereby consents and agrees that Google may communicate directly with Customer: (A) to conduct customer service and satisfaction surveys; (B) to the extent required to provide options regarding continuity of the Services (including, if applicable, any scenario in which SADA's authorization to continue to resell or provision the Services has been terminated); and (C)

for purposes related to the provisioning of the Services to Customer's account, in relation to any Services updates or security incidents.

2.   CUSTOMER OBLIGATIONS.

2.1   Compliance with Law; Compliance with Agreement. Customer will comply with all laws, rules and regulations applicable to its use of the Services. Customer acknowledges and agrees that Customer is responsible for ensuring that it and its End Users use the Services in accordance with the Google TOS.

2.2   Customer Administration of the Services. Customer is responsible for: (A) maintaining the confidentiality of the password and administrative account(s) provided to Customer by Google for the purpose of administering End User accounts; (B) designating those of Customer's employees and SADA's employees who are authorized to access the administrative account; and (C) ensuring that all activities that occur in connection with Customer's administrative account comply with the Google TOS. Customer acknowledges and agrees that Google is merely a data processor and that neither SADA's nor Google's liability extends to the internal management or administration of the Services for Customer.

2.3   Consents. Customer is responsible for obtaining and maintaining any consents required from End Users to allow SADA to perform its obligations under this Agreement.

2.4   Privacy. Customer agrees to protect the privacy rights of its End Users in accordance with all applicable laws and regulations.

3.   CHARGES AND PAYMENT

3.1   Payment. Customer's use of the Services is subject to payment of the fee(s) set forth in the Ordering Document. Unless otherwise provided in the Ordering Document, Customer will pay for the Services on a full prepaid basis for the Initial Term and each Renewal Term (both as defined in Section 4.1), to the extent applicable. Fees are due 30 days from the invoice date and are non-refundable, except as otherwise provided in the Google TOS. SADA will have the right to change the fee once each year, effective with the next renewal date. SADA will notify Customer of any fee increase at least 30 days prior to the expiration of the then-current term.

3.2   Support Charges. Any support to be provided by SADA under Section 1.2 of this Agreement will be performed on business days between the hours of 9:00 a.m. to 6:00 p.m. Pacific Time, at no additional cost. Any support services requested by Customer outside these hours will be billed to Customer at an hourly rate of $292.50.

3.3   Taxes. Customer is responsible for applicable taxes associated with Customer's purchase and receipt of the Services (except for any taxes assessable against SADA based on its income, property or employees) and Customer will pay SADA without any reduction for such amounts. If SADA is obligated to collect or pay taxes, the taxes will be invoiced to Customer (in the case of invoiced fees) or added to Customer's credit card charges (in the case of credit card payments), unless Customer provides SADA with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to SADA, Customer will increase the payment to SADA so that the amount received by SADA is the same as it would have been if no taxes were withheld.

3.4   Late Payments. Until paid in full, delinquent payments will bear interest from the first date of delinquency at the lower of 1.5% per month or the highest rate permitted by law. Customer is responsible for all reasonable expenses (including legal fees) incurred by SADA in collecting unpaid or overdue amounts, except where these unpaid or overdue amounts are due to billing inaccuracies attributable to SADA.

4.   TERM, TERMINATION, SUSPENSION AND ADDITIONAL END USER ACCOUNTS

4.1   Term. The term of this Agreement will begin on the Effective Date and will continue for an initial period as set forth in the Ordering Document (such period, the "Initial Term"). At the end of the Initial Term, this Agreement will renew automatically for consecutive renewal terms of 12 months (each, a "Renewal Term"), unless terminated by either party by providing the other party written notice of non-renewal at least 60 days prior to the end of the then-current term. All terms and conditions of this Agreement shall apply during each Renewal Term, except for the fees. The fee for each Renewal Term will be the rates then in effect as described in Section 3.1. SADA will invoice Customer, and Customer agrees to pay, for the renewal of the Services as set forth in the Ordering Document and Article 3 above.

4.2   Termination. Either party may terminate this Agreement for cause upon written notice if the other party fails to cure any material breach of this Agreement within 30 days after receiving written notice of such breach; provided, however, that the period to cure a breach with respect to payment shall be ten days. Other than as may be provided elsewhere in this Agreement, such termination will be Customer's sole and exclusive remedy in the case of a material breach of this Agreement by SADA. This Agreement is also subject to early termination if Google terminates Customer's access to the Services in accordance with Google TOS.

4.3   Effects of Termination. If this Agreement terminates, then the rights granted hereunder by any party to the other will cease immediately and Customer's access to the Services will cease. Unless this Agreement is terminated due to breach by SADA or Google, all payments owed by Customer under this Agreement are immediately due, including any unpaid fees still owing for the then-current term (regardless of whether such term has been terminated early). Customer's access to Customer Data following termination will be as set forth in the Google TOS.

4.4   Suspension of Services. Without prejudice to SADA's rights under Section 4.2 (Termination), if Customer is in breach of its payment obligations under this Agreement and has failed to cure such breach within ten days of notice from SADA regarding such breach, SADA may suspend Customer's access to the Services until such breach is cured.

4.5   Additional End User Accounts. Customer may increase the number of End User accounts per Customer domain at any time. For End User accounts added during the Initial Term or any Renewal Term, the initial term for such End User accounts will be pro-rated, beginning on the date of the applicable order and ending on the expiration of the applicable term. Customer may request End User accounts by notifying its designated SADA account manager. For each purchase of End User accounts, SADA will issue a quote to Customer. End User accounts automatically renew in accordance with the terms of this Agreement, unless terminated by either party in accordance with the terms of this Agreement. The number of End User accounts cannot be reduced during a term, but may be reduced at the next renewal date. In addition, SADA cannot transfer End User Accounts from one Customer domain name to another.

5.   CONFIDENTIAL INFORMATION; CUSTOMER DATA; PASSWORDS

5.1   Confidential Information. The provisions of the Google TOS regarding Confidential Information are incorporated into this Agreement by reference and govern the exchange of Confidential Information between SADA and Customer under this Agreement. The exchange of Confidential Information between Customer and Google is governed by the Google TOS.

5.2   Customer Data.

(A)   To the extent Directive 95/46/EC of the European Parliament and of the Council on the Protection of Individuals with regard to the Processing of Personal Data and on the Free Movement of Such

Data (the "EU Directive") applies in relation to personal data included in Customer Data, Google and SADA are each a data processor with respect to any such personal data processed by it on Customer's behalf, and Customer is the data controller, as the terms "controller", "processed", "processor" and "personal data" are defined in the EU Directive.

(B)   With respect to any personal data that SADA processes on Customer's behalf, SADA will: (A) comply with, and only act on, instructions from or on behalf of Customer regarding the processing of that personal data; (B) not process that personal data for any purpose other than for the performance of SADA's obligations under this Agreement; (C) ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of that data and against loss or destruction of, or damage to, that personal data; (D) ensure the reliability of, and be responsible for, all of SADA's employees, agents and contractors who will have access to that personal data; (E) not, by any act or omission, place Customer in breach of legislation implementing the EU Directive and any other applicable data protection and privacy legislation, guidelines and industry standards; and (F) inform Customer immediately of any suspected or confirmed data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to, that Customer Data.

(C)   For purposes of this Agreement, "Customer Data" means data, including email, provided, generated, transmitted or displayed via the Services by Customer, or SADA on behalf of Customer. SADA's obligations set forth in paragraph (B) above with respect to personal data processed by SADA on Customer's behalf will also apply to all Customer Data. SADA will not disclose Customer Data except to its employees, agents and contractors who need to know it.

5.3   Protected Health Information. SADA and Customer recognize that in providing the Services and support in connection with this Agreement, SADA may create, receive, maintain, have access to, or transmit Protected Health Information and thereby become a Business Associate of Customer (all as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) ("HIPAA")). SADA agrees to handle any such Protected Health Information in accordance with the HIPAA Business Associate Amendment attached as Exhibit B.

5.4   Passwords. For the avoidance of doubt, SADA will only change or reset Customer or End User passwords if and/or as instructed by Customer.

6.   INTELLECTUAL PROPERTY RIGHTS. Except as expressly stated otherwise in this Agreement, neither party will acquire any rights, title or interest, in and to any of the Intellectual Property Rights belonging to the other party, or the other party's licensors. All ownership rights, title, and Intellectual Property Rights in and to the content accessed through any Services are the property of the applicable content owner and may be protected by copyright or other applicable laws. The parties acknowledge and agree that Google owns all Intellectual Property Rights in the Services. For purposes of this Agreement, "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law and other similar rights.

7.   DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NONE OF SADA, GOOGLE OR GOOGLE'S LICENSORS AND SUPPLIERS MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT.

8.   INDEMNIFICATION. The Google TOS includes certain indemnification obligations of Google to Customer. Customer agrees to indemnify SADA against third party claims to the same extent it indemnifies Google under the terms of the Google TOS.

9.   LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO SADA FOR THE SERVICES DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. These limitations of liability apply to the fullest extent permitted by applicable law, but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

10.   GENERAL PROVISIONS

10.1   Notices. All notices, consents, approvals, acknowledgements and waivers under this Agreement must be in writing and delivered to the applicable party, sent to Customer's address set forth in the Ordering Document in the case of Customer, and in the case of SADA, sent to the attention of SADA's Chief Financial Officer at the address set forth in the preamble to this Agreement. SADA and Customer each agree that notices and other communications under this Agreement may be received by email, unless otherwise required by law. Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by email. A party may change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective.

10.2   Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the state of California, without regard to its choice of law principles except that (A) if Customer is a U.S. government entity, this Agreement is governed by the laws of the United States, and (B) if Customer is a state or local government entity in the United States, this Agreement is governed by the laws of that state. For any litigation that may arise under this Agreement, the parties consent to personal jurisdiction in and the venue (and waive any claim of *forum non conveniens*) of the state and federal courts located in Los Angeles County and Santa Clara County, California. Notwithstanding the foregoing, if the parties have entered into a Master Professional Services Agreement, the parties consent to the personal jurisdiction and venue set forth in the Master Professional Services Agreement with respect to any litigation that may arise under this Agreement.

10.3   Authorization; Binding Nature and Assignment. Each party represents and warrants to the other that: (A) it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and (B) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of such party. This Agreement will be binding upon the parties and their respective successors and assigns. SADA may assign this Agreement in connection with a merger, change of control, consolidation, or sale or other disposition of all or substantially all of its assets. Customer may assign this Agreement to an Affiliate without SADA's written consent, but only if: (A) the assignee agrees in writing to be bound by the terms of this Agreement; (B) Customer remains liable for obligations incurred under this Agreement if the assignee defaults on them; and (C) Customer has notified SADA of the assignment. Any other assignment is void, except with the other party's prior written consent.

10.4   Publicity. Customer hereby consents to SADA's inclusion of Customer's name (together with any identifying Customer trade name, trademark and/or logo) in a customer list, but only if Customer is not the only customer appearing on the list. Other than this, neither party may make any public statement regarding the relationships contemplated by this Agreement without the consent of the applicable party.

10.5   Third Party Beneficiary. The parties agree that Google is a third-party beneficiary of this Agreement. There are no other third party beneficiaries of this Agreement.

10.6 **No Agency**. SADA, Google and Customer are independent contractors with respect to SADA's resale of the Services, and this Agreement does not create an agency, partnership or joint venture. Customer acknowledges that SADA is not an agent of Google and has no authority to bind Google or to change any terms, conditions, warranties or covenants made by Google.

10.7 **No Waiver**. Failure to enforce any provision of this Agreement will not constitute a waiver.

10.8 **Survival**. The following provisions will survive any termination of this Agreement: Section 3.4 (Taxes), Article 5 (Confidential Information and Customer Data), Article 6 (Intellectual Property Rights), Article 7 (Disclaimer), Article 8 (Indemnification), Article 9 (Limitation of Liability), and this Article.

10.9 **Force Majeure**. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control. This Section will not, however, apply to Customer's payment obligations under this Agreement.

10.10 **Severability**. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

10.11 **Entire Agreement; Incorporation; Amendment and Waiver**. This Agreement and the Ordering Document(s) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any prior or contemporaneous agreements on that subject. The terms of the Google TOS are hereby incorporated by this reference. Any amendment must be in writing and expressly state that it is amending this Agreement. No change, waiver or discharge hereof will be valid unless made in writing and signed by an authorized representative of the party against which such change, waiver of discharge is sought to be enforced.

10.12 **Counterparts; Electronic Signature**. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic format, which taken together will constitute one instrument.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.
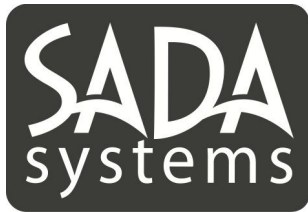
SADA Systems, Inc.
G SUITE ORDERING DOCUMENT

This G Suite Ordering Document (the "Ordering Document") and the corresponding G Suite Customer Agreement (the "Agreement") between SADA Systems, Inc. ("SADA") and Village of Downers Grove ("Customer") governs Customer's access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

Under the terms of the Agreement accessible at https://sadasystems.com/agreements/gafb/gafb-v6.pdf of which this Ordering Document is a part, Customer agrees to purchase and SADA agrees to provide the following Google services to Customer in the indicated quantity and at the indicated pricing in U.S. Dollars.

Customer Name	Village of Downers Grove
Corporate Address	801 Burlington Ave Downers Grove, IL 60515
Domain	downers.us

Contact	Main Contact	Accounts Payable
Full Name	Dave Kenny	
Title		
Phone		
Email	dkenny@downers.us	

Customer agrees to purchase and SADA agrees to provide the following Google services to Customer in the indicated quantity and at the indicated pricing in U.S. Dollars:

Name	Price	QTY	Subtotal
G Suite Basic Account, per user Service from 06/29/2018 to 06/28/2019	$50.00	370	$18,500.00
G Suite Vault Account, per user *Government Discount, -$25.00 Service from 06/29/2018 to 06/28/2019	$25.00	370	$9,250.00

Date Issued: May 10, 2018

Subtotal   **$27,750.00**

Total $27,750.00

*Plus applicable Sales Tax.

Payment Terms:

Invoices and Payment:

Payment	Invoice Date	Amount
100% of all Items listed in this document	Agreement Signature Date	$27,750.00

SADA will invoice Customer for all amounts due under any executed Ordering Document or Statements of Work in accordance with the schedule set forth in such executed Statement of Work. Each invoice submitted to Client pursuant to this Agreement will be due and payable by Client within 30 days of receipt. Payment is accepted by check or ACH/EFT.

Taxes:

Customer is responsible for applicable taxes associated with Customer's purchase and receipt of the Services (except for any taxes assessable against SADA based on its income, property or employees) and Customer will pay SADA without any reduction for such amounts. If SADA is obligated to collect or pay taxes, the taxes will be invoiced to Customer (in the case of invoiced fees) or added to Customer's credit card charges (in the case of credit card payments), unless Customer provides SADA with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to SADA, Customer will increase the payment to SADA so that the amount received by SADA is the same as it would have been if no taxes were withheld.

Bank Information	Remittance Address
Automated Clearing House (ACH) or Electronic Funds Transfer (EFT) Wells Fargo Bank Swift Code: WFBIUS6 464 California St. San Francisco, CA 94104 Routing Number: 121042882 Bank Account Name: SADA Systems, Inc. Bank Account Number: 7757670067	**SADA Systems, Inc** 5250 Lankershim Blvd., Suite 620 North Hollywood, CA 91601 ATTN: Accounting

Additional Licenses Purchased During the Term:

Additional licenses will be billed on a prorated basis for the remaining portion of the signed term, at the rate set forth in this Order Document. Payment for additional licenses will be due in full

upon receipt of an invoice, and will be exempt from the payment schedule above.

Notices:

Any notices under this Agreement will be directed, if to SADA, at:

> **Annie Safoian, Chief Financial Officer**
> **SADA Systems, Inc.**
> 5250 Lankershim Blvd., Suite 620
> North Hollywood, CA 91601
> Email: annie.safoian@sadasystems.com
> Fax: 818-766-0090

and if to Customer, at the Main Contact above.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS ORDERING DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Ordering Document has been executed by the parties through their duly authorized officers.

SADA Systems, Inc.	Village of Downers Grove
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:
Signature	Signature