Resolution # \O-\

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Department of Sangamon County ETSD wishes to procure goods and/or services from Motorola for the purpose of Maintenance for Radios/Starcom in the amount of approximately \$125,543; and

WHEREAS, this purchase will allow Motorola to provide Maintenance; and

WHEREAS, as documented by the approval of this resolution,

Committee has approved the ETSD Department's request to procure the items specified and the committee recommends that the County Board approve procurement of the same, and;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 8th day of April, 2019, approves the procurement of the goods and/or services detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this procurement.

Attachment: Purchase Order form

RECEIVED

2660

MAR 07 2019

KLEU

MAR 07 2019

Was Sungarron County Chan

Andy Goleman SANGAMON COUNTY AUDITOR

Approve		Committee
	February 20 , 2016	
	, Chairman	, Membe
	, Member	, Member
SEE Attached Minutes	, Member	, Member
Attach	, Member	, Member
V		, Member
	, Member	, Member
	, Member	

Sangamon County Purchase Order Template (Pre-ERP Implementation)

-- Purchase Orders are required for all Informal Quotes (>\$3,500) and Formal Solicitations (>\$30,000)

Department Information	
Department	Sangamon County ETSD
Employee Contact	Amanda Brewer
Purchase Request Information	
Vendor	Motorola
Purchase Description	Maintenance for Radios/Starcom
Quantity	
Price Per Unit	
Total Price	125543
G/L	038.911.541.000
Tracking	
PO Number	2082019MOT (Not Suitable for bidding, contract on file)
(Manually assigned by Department)	Date:
Legal Review (if applicable; see below)	
Sent to Auditor's Office for Review	
	Note: PO request documents need to be to the Auditor's Office 5 business days prior to the oversight committee meeting.
Auditor's Office Review Completed	Mulade & Coulin 2/14/19
Approved by Oversight Committee	for m' Poull
Approved by County Board (if applicable)	1
	*County Board Resolution Required

Note: Please attach all required documents such as quotes, bids, rfp's, evaluations, etc.

Legal Review is required for:

- All services being performed for or on behalf of the County
- All goods in excess of \$10,000 per year
- Any goods or services being procured through an RFP/Bid Process
- Intergovernmental/Interagency Agreements
- If a vendor or other agency requires a contract or written agreement.

SERVICE AGREEMENT

1299 E Algonquin Road Schaumburg, IL 60196 (800) 247-2346

Contract Number:

USC000006171

Contract Modifier: R16-OCT-17 11:08:33

Date: 30-OCT-2017

Required P.O.:

N/A 1011873868

Company Name:

Sangamon County E911

Customer #: Bill to Tag#: 0001

Contract Start date: Contract End date:

01-OCT-2017 30-SEP-2018

Billing Address: City, Province, Postal Code:

2000 Shale St Springfield, IL, 62703

Anniversary Day:

Sep 30th

Customer Contact:

Dodson, Dave

Payment Cycle:

ANNUALLY

Phone:

Attn:

217-753-6839

Currency: USD

EXTENDED MONTHLY **QTY** SERVICES DESCRIPTION MODEL/OPTION **TMA EXT** ***** Recurring Services ***** ASTRO INFRASTRUCTURE REPAIR W/ADV SVC01SVC1101C REPL SVC01SVC1102C ASTRO DISPATCH SERVICE ASTRO NETWORK MONITORING SVC01SVC1103C SVC01SVC1104C **ASTRO TECHNICAL SUPPORT** SVC01SVC1405C **NETWORK PREVENTATIVE** MAINTENANCE-LEGACY SVC01SVC1410C **ONSITE INFRASTRUCTURE** RESPONSE-STANDARD SVC01SVC2012C SP - CONTRACT ADMINISTRATION **SERVICE** SVC02SVC0127A NICE GOLD PACKAGE SVC04SVC0016C SECURITY UPDATE SERVICE SVC04SVC0178A SYS UPGRADE AGRMT II-SITE ASTRO SUA II UO IMPLEMENTATION SVC02SVC0201A **SERVICES** 6,579.67 \$120,434.00 Sub Total 0.00 Taxes 0.00 6,579.67 \$120,434.00 SPECIAL INSTRUCTIONS - ATTACH Grand Total STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS TAXES MAY APPLY AS PER THE JURISDICTIONS

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

// -/7-/7 DATE

Amanda Brewer

From:

Christopher Mueller

Sent:

Thursday, October 05, 2017 11:10 AM

To:

Amanda Brewer

Subject:

FW: Sangamon Invoice 41241539

From: Keri Buthman [mailto:keri.buthman@motorolasolutions.com]

Sent: Thursday, October 05, 2017 10:44 AM

To: Christopher Mueller **Cc:** Patrick Hughes

Subject: Re: Sangamon Invoice 41241539

HI Chris,

Thanks for the updated contact info..as far as how long this goes, below is the payment schedule from the contract:

LIFECYCLE SUPPORT PLAN (\$369,016)

41241539 10-2-17

10-1-17 / YEAR 3

120,434.00

. 10-1-18 / YEAR 4

123,039.00 -

10-1-19 / YEAR 5

125,543.00 .

I was told the start date was Oct 1, with your budget starting Dec 1, I assume you are saying you are unable to pay until Dec, is that correct?

Was there a change in what the start date was supposed to be? Thanks,

Keri Buthman

Finance Analyst Motorola Solutions, Inc.

motorolasolutions.com O: +847-576-6024

E: keri.buthman@motorolasolutions.com



On Thu, Oct 5, 2017 at 10:16 AM, Christopher Mueller < Chris.Mueller@co.sangamon.il.us > wrote:

Keri,

Dave retired back in June, so I am the "new" Dave. I have included my contact info.

Question. I see that this is year three, but of how many years? No one has been able to answer that and we were not sure if the contract was up or not. The good news is that we budgeted for the expense, that bad news is that our budget year does not begin until December 1st... Is that an issue?

Thanks,

Chris

Christopher Mueller

Sangamon County ETSD E911/Central ... Executive Director

(217) 747-5145 Work (217) 341-7542 Mobile chris.mueller @co.sangamon.il.us

2000 Shale Ave. Springfield, IL 62703

From: Keri Buthman [mailto:keri.buthman@motorolasolutions.com]

Sent: Thursday, October 05, 2017 9:40 AM

To: Dave Dodson

Subject: Sangamon Invoice 41241539

HI Dave,

I'm not sure if you are still the correct contact, but I wanted to send out a recently generated invoice for Maintenance.

Please let me know if there are any issues or if this should be directed to someone else.

Thanks in advance.

Keri Buthman

Finance Analyst **Motorola Solutions, Inc.**

motorolasolutions.com **O**: +847-576-6024

E: keri.buthman@motorolasolutions.com



Christopher S. Mueller			
CUSTOMER (PRINT NAME)			
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE	
DUCC DANIEL D CDD034			
RUSS, DANIEL R CDR031			
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE		

Company Name : Sangamon County E911
Contract Number : USC000006171
Contract Modifier : R16-OCT-17 11:08:33
Contract Start Date: 01-OCT-2017

Contract End Date: 30-SEP-2018



SERVICES AGREEMENT

Contract Number: S00001025790

Attn: National Service Support/4th fl 1301 East Algonquin Road (800) 247-2346

Date: 10/11/2017

Company Name:

Sangamon County E911

Attn:

Billing Address: 2000 Shale St

City, State, Zip: Springfield, IL, 62703

Customer Contact: Dave Dodson

Phone:

217-753-6839

Required P.O.: No

Contract Modifier:

Customer #: 1011873868

Bill to Tag #: 0001

Contract End Date: 09/30/2018

Contract Start Date: 10/01/2017

Anniversary Day: Sep 30th

Payment Cycle: ANNUAL

PO#: NA

QTY MODEL/OPTION SERVICES DESCRIPTION **EXTENDED AMT** ***** Recurring Services ***** SVC02SVC0201A SUA II IMPLEMENTATION SERVICES SVC04SVC0178A SYS UPGRADE AGRMT II-SITE SVC01SVC1101C ASTRO INFRASTRUCTURE REPAIR WIADV REPL 1 SVC059AH DISPATCH SITE 14 SVC062AD **ASTRO25 OPERATOR POSITIONS** SVC01SVC1102C ASTRO DISPATCH SERVICE 2 SVC922AG DISPATCH SITE SVC01SVC1103C ASTRO NETWORK MONITORING 2 SVC088AH DISPATCH SITE ASTRO TECHNICAL SUPPORT SVC01SVC1104C **DISPATCH SITE** 1 SVC180AH 14 SVC278AH **OPS POSITION** SVC01SVC1405C **NETWORK PREVENTATIVE** MAINTENANCE-LEGACY 14 SVC128AD ASTRO25 OPERATOR POSITIONS **DISPATCH SITE** 1 SVC149AH SVC01SVC1410C ONSITE INFRASTRUCTURE RESPONSE-STANDARD 14 SVC582AG **OPERATOR POSITION** 2 SVC939AG DISPATCH SITE SP - CONTRACT ADMINISTRATION SERVICE SVC01SVC2012C 1 SITE(S) NICE GOLD PACKAGE SVC02SVC0127A SITE(S) 1 SVC04SVC0016C SECURITY UPDATE SERVICE SVC335AH WINDOWS CLIENT 14 DISPATCH SITE 1 SVC336AH SPECIAL INSTRUCTIONS - ATTACH Subtotal - Recurring Services \$120,434.00 STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - One-Time Event

Services

Total

\$.00

\$120,434.00

	Taxes	_	+	
The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration a one-time administrative fee equal to 5% of the subsequent year?s annual contract rate will be billed to the Customer upon reestablishment of the expired service contract. Price with 5% Administration fee once delinquent = \$64593.9	Grand Total		\$120,434.00	
	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			
	Subcontractor(s)	City	State	
	MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL	
	MOTOROLA - STARCOM 21 (DO999)	SCHAUMBU RG	IL	
	MOTOROLA SSC NETWORK SECURITY DO298	SCHAUMBU RG	IL .	
	MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBU RG	L	
	MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBU RG	IL.	
	MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBU RG	IL	
	WIRELESS USA	SPRINGFIE LD	IL	
	NICE SYSTEMS INC	PARAMUS	NJ	

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE	
CUSTOMER (PRINT NAME)			
	CSM		
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE	
Daniel R. Russ	847-281-6775		
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE		

Company Name:

Sangamon County E911

Contract Number:

S00001025790

Contract Modifier: RN29-NOV-16 07:59:03

Contract Start Date: 10/01/2016 Contract End Date: 09/30/2017

10-11

Service Terms and Conditions

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

- 2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.
- 2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.
- 2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

- 4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.
- 4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.
- 4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.
- 4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.
- 4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.
- 4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.
- 4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

- 10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.
- 10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

- 12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.
- 12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

- 13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.
- 13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.
- 13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

- 17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.
- 17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

- 17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- 17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that partys reasonable control, such as strikes, material shortages, or acts of God.
- 17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.
- 17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.
- 17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.
- 17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

SANGAMON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

2000 Shale St., Springfield, Illinois 62703 Tel (217) 753-6839 Fax (217) 753-6372

Christopher S. Mueller Executive Director

Emergency Telephone System Board

Joe Powell, Chairman Tom Chi, Vice Chairman Rich Coon, Member Jim Good, Member Dan Parrish, Member Dick Rentschler, Member Ken Winslow, Member

Sangamon County Emergency Telephone System Board Monthly Meeting Minutes Wednesday February 20, 2019

Chairman Joe Powell called the meeting to order at 12:07pm. Also in attendance were Vice Chairman Tom Chi, Member Rich Coon, Member Dick Rentschler, Member Dan Parrish, Member Ken Winslow, Attorney Rusty Reed, Director Chris Mueller, Center Manager Chris Martin, Deputy Director Matt Broche, and Mrs. Amanda Brewer.

The January minutes were passed out and reviewed. Member Coon made a motion to approve the January minutes. Member Parrish second. Motion carried. Passed by all.

No Visitors

Old Business:

The SCCDS monthly report was passed out and discussed. See report.

The Fiscal report was passed out and discussed. See report.

Phone Upgrade Update – Director Mueller advised the board that we did receive the response back and we only got one from AT&T and that we have met with them already. Will discuss further in New Business.

Furniture console update – Center Manager Martin took a crew over to Macon County to look at their consoles, which are also from Watson's. We will be starting the RFP process in March.

OEM update – We are currently during a trial run with a touch screen monitor for what could potentially be the County EOC.

PSAP2 Update – Director Mueller advised the board that we do have a price for the update and will get into that under New Business.

Director Mueller explained to the board that we have applied for a grant for the Nice recording system that will probably only cover for the dispatch center here. Deputy Director Broche advised the board that AT&T can provide the circuit that we need to, instead of going through the IG with the County and City with CWLP. He would like to get more information from AT&T and make sure that there is no insulation fee and it may be better just to get the extra circuit through AT&T

instead of having to make changes to the IG. There was discussion also that Starcom is looking at getting rid of the T1 lines (circuits) and could just have one fiber circuit. Member Coon would like to make sure that the rural areas will be able to connect too, because they use the cities dark fiber. Director Mueller also advised that PSAP2 is finally getting some attention that is needed for down there. Center Manager Martin explained to the board that with getting the upgrade done down there on the starcom, it will free up space and will be a lot better down there. The board would like for Deputy Director Broche to find out about the install fee and we will look at getting our own high speed fiber and keeping the one with the county as well. Please keep the board updated on this.

New Business:

The purchase order for Prairie State Plumbing & Heating in the amount of \$15k was passed out and reviewed. Member Rentschler made a motion to approve. Member Coon second. Motion carried. Passed by all.

The purchase order for SCCDS for ETSD's 10% of FY19 budget in the amount of \$521,501.29 was passed out and reviewed. Member Parrish made a motion to approve. Vice Chairman Chi second. Motion carried. Passed by all.

The purchase order for Sangamon County Building & Grounds for janitorial and ETSD's half of the UPS in the total amount of \$15k was passed out and reviewed. Vice Chairman Chi made a motion to approve. Member Winslow second. Motion carried. Passed by all.

The purchase order for Hinshaw for professional services in the amount of \$60k for FY19 was passed out and reviewed. Member Rentschler made a motion to approve. Member Coon second. Motion carried. Passed by all.

The purchase order for CWLP for our water and electric in the amount of \$66,120 was passed out and reviewed. Member Parrish made a motion to approve. Member Winslow second. Motion carried. Passed by all.

The purchase order for Schneider Electric for the maintenance for the UPS at 2000 Shale St. in the amount of \$6,215 was passed out and reviewed. Member Rentschler made a motion to approve. Member Parrish second. Motion carried. Passed by all.

The purchase order for Siemens for the maintenance for the Fire Systems in the amount of \$5k was passed out and reviewed. Vice Chairman Chi made a motion to approve. Member Rentschler second. Motion carried. Passed by all.

The purchase order for Motorola for the maintenance for the Radios/Starcom for \$125,543 for FY19 was passed out and reviewed. Member Winslow made a motion to approve. Vice Chairman Chi second. Motion carried. Passed by all.

The purchase order for Altorfer for the maintenance for the generator in the amount of \$6k for FY19 was passed out and reviewed. Member Parrish made a motion to approve. Member Winslow second. Motion carried. Passed by all.

The purchase order for Republic Services for the garbage services for FY19 in the amount of \$5k was passed out and reviewed. Vice Chairman Chi made a motion to approve. Member Coon second. Motion carried. Passed by all.

The purchase order for Aramark for the rug services for FY19 in the amount of \$4,200 was passed out and reviewed. Vice Chairman Chi made a motion to approve. Member Winslow second. Motion carried. Passed by all.

The purchase order for AT&T for the phone upgrade to the 911 center in the amount of \$614k was passed out and reviewed. Member Parrish made a motion to approve. Member Winslow second. Motion carried. Passed by all.

Director Mueller told the board that we did get a reply back for the RFP for the phone upgrade from AT&T and they were the only ones. County board will approve at their next meeting on March 12th, and once approved AT&T will be ready to start the next day. We have grant money for this upgrade that has to be used by June 30th, 2019.

Director Mueller advised the board that we got the cost of the Starcom update in PSAP2 from Motorola. The price would be up to \$522,872 and not to exceed this dollar amount. This would give them the ability to start the process of updating PSAP2. Then this would allow the negotiating to continue with the City and the County. We would like to get our end started so that the backup center can be used if we need to be down there. The board did discuss that the ETSD would not be putting up money for other departments to do the upgrade for the radios. Member Coon made a motion to approve for the Starcom Radio upgrade for PSAP2 up to and not exceed the dollar amount of \$522,872. Member Parrish second. Motion carried. Passed by all.

Director Mueller advised the board that we have to look at getting a new AC unit for the UPS/Radio room. We are looking at getting one that is duct free and more efficient.

Member Winslow made a motion to adjourn at 1:38pm. Vice Chairman Chi second. Motion carried. Passed by all.