

RESOLUTION NUMBER 11 - 12

**RESOLUTION AUTHORIZING THE EXECUTION OF A
CONTRACT BETWEEN THE VILLAGE OF EAST DUNDEE AND
ADVANCED TELECOMMUNICATIONS OF ILLINOIS, INC**

WHEREAS, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, it is deemed necessary and desirable for the Village of East Dundee to authorize the Execution of a Contract in the amount of \$25,560.00 for a Mitel 5000 HX Phone System, including installation, between The Village of East Dundee and Advanced Telecommunications of Illinois, Inc.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. That the Village of East Dundee adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the execution of a contract between the Village of East Dundee and Advanced Telecommunications of Illinois, Inc, a copy of which is attached hereto and made a part hereof.

Section Two. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section Three. Repeal. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section Four. Publication. This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 2nd day of April, 2012, pursuant to a roll call vote as follows:

AYES: 5 - Trustees Lynam, Miller, VanOstenbridge, Skillicorn
NAYES: 0 & President Bartels

ABSENT: 2 - Trustees Ruffalo & Gorman

Approved by me this 2nd day of April, 2012.

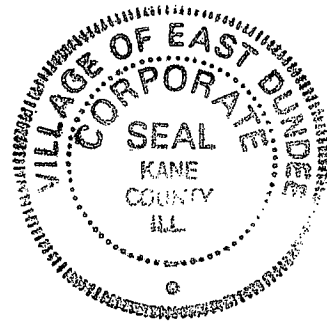
Jerald Bartels
JERALD BARTELS, President

Published in pamphlet form this 8th day of April, 2012, under the authority of the President and Board of Trustees.

ATTEST:

Jennifer Rehberg
JENNIFER REHBERG, Village Clerk

Recorded in the Village Records on April 8th, 2012.



ATI Advanced Telecommunications of Illinois, Inc.
Total Customer Care since 1983

COMMUNICATIONS PURCHASE AGREEMENT

Advanced Telecommunications

of Illinois, Inc. (Referred to as "Seller") and Village of East Dundee

(Referred to as "Buyer") agree to execute this Purchase Agreement as follows:

1. Seller hereby agrees to sell, and Buyer hereby agrees to purchase the following equipment ("Equipment") subject to the following terms and conditions

A. EQUIPMENT DESCRIPTION

Refer to "ATI Solution Overview: Mitel 5000 HX Itemization for the Village of East Dundee"

*Additional products and/or services not listed in attached equipment and service itemization are subject to additional fees. ATI will make every effort to communicate and secure approval from customer prior to providing products or services not listed in agreement. Costs incurred for Air Freight or Expedite Fees, Lift Rentals, and Municipal Permits and Licenses associated with the work contracted by this agreement are not included in the price and will be additionally billed at actual cost.

B. ESTIMATED INSTALLATION DATE To Be Determined

Make checks payable to:

C. PURCHASE PRICE \$25,560.00 Excludes sales tax

Advanced Telecommunications of Illinois, Inc.

D. TERMS OF PAYMENT

1272 Bond Street, Suite 100

Naperville, IL 60563

Buyer shall pay to Seller the total Purchase Price indicated in item C above. Terms of payment shall be:

- 1) Deposit equals approximately \$62.00 per Avaya IP phone given to ATI as trade-in, based on 150 phone estimate pending inspection (i.e. 150 Avaya IP phones equals \$9,300.00)
- 2) Remainder of balance to be paid upon installation of the Mitel 5000 HX system
- 3) If budget is not approved prior to May 1, ATI will refund the Village of East Dundee the money that was collected from the trade-in of the Avaya IP phones

Seller acknowledges receipt of \$ To Be Determined as deposit against the Purchase Price.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed intending that it should be legally binding upon them and their respective heirs, successors and assigns.

BUYER:

SELLER:

The Village of East Dundee

ATI Advanced Telecommunications of Illinois, Inc.

Company Name

Representative

[Signature]

Representative

Village President

Title

Date

Aaron Walsh

Representative

Sales 3/22/12

Title

Date

NOTE: Buyer understands that Seller will be incurring substantial costs and expenses during the term of the installation, and requires payments to be made on a timely basis; therefore, interest at the rate of one and one-half percent (1½%) per month (or fraction thereof) will be charged on any final payment which is not paid by Buyer when due.

Terms and Conditions Continued -

2. Limited Warranty and Limitations of Remedy.

- a. Subject to all of the provisions of this Paragraph 2, Seller warrants for a period of one (1) year from the date of the cutover of the Equipment for use by Buyer, that as of the cutover date the Equipment will be free from defects in material and workmanship. This warranty does not, however, extend to any item of Equipment which has been repaired by others, abused or improperly handled, stored, altered or used with third party material or equipment which material or equipment is defective or of poor quality, or to any item of Equipment which has not been installed by Seller. This warranty does not apply to the relocation of Equipment. ATI Datanet equipment (servers, PC's, routers, switches, etc.) carries a one year parts and 90 day labor warranty. Consumable items such as batteries, handset cords, base cords, and headsets are covered for a maximum of one year. Extended term warranties do not apply to these specific items. Seller's obligation under this warranty is conditioned upon an inspection of any such parts which disclose defects which were inherent in the manufacture thereof. This warranty does not cover damage caused to the Equipment or any part thereof by Buyer, its employees, invitees, licensees or agents, or any injury to parts by or from any other cause not due to inherent defects or poor workmanship. **THE WARRANTY STATED ABOVE SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- b. If the Buyer notifies Seller of any defects covered by this warranty within the above stated one (1) year period, Seller shall, at Seller's option, repair or replace the Equipment at its expense. All of the replaced parts will become the property of Seller. Such repair or replacement shall be Buyer's exclusive remedy for breach of warranty, for negligence, or otherwise in connection with the transaction contemplated by this Agreement. The sole purpose of the exclusive remedy shall be to provide Buyer with free repair and replacement of defective goods in the manner provided herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Seller is willing and able to repair or replace defective goods in the prescribed manner.
- c. Seller hereby assigns to Buyer (to the extent it has the right to do so) the benefits of any warranties or guarantees provided to Seller by the manufacturer(s) of the Equipment.
- d. **SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING UNDER THIS AGREEMENT, ARISING FROM THE USE OF THE EQUIPMENT SOLD HEREUNDER, FROM BUYER'S INABILITY TO USE THE EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR FROM ANY OTHER CAUSE.**
- e. Any description of goods by Seller is for the sole purpose of identifying them and shall not be deemed to create any express warranty that the goods conform to the description. Any sample or model is for illustrative purposes only and shall not be deemed to create an express warranty that the goods shall conform to the sample or model.
3. **Interconnection With Utilities Facilities.** Seller's services shall be limited to the installation of the Equipment on the Buyer's side of the equipment connecting the Equipment to the telephone system operated by the local telephone utility. Seller shall not be responsible in the event the utility fails to make available timely interconnect services nor shall Seller be obliged to pay the interconnect tariff or other charges of the utility with respect to such services.
4. **Third Party Leasing.** In the event Buyer elects to assign ownership of the Equipment purchased, and lease it through a third party lessor, Buyer nevertheless shall continue to be liable for the payment of all amounts due under this Agreement to Seller. The Buyer warrants that the Lessor shall pay the Seller the same amounts at the same time as if the Equipment had been sold directly to Buyer under this contract.
5. **Buyer's Installation Obligations.** Seller agrees to deliver and install Equipment at Buyer's address ("Premises"). Buyer agrees to make the Premises available and ready for installation of Equipment and at its own expense: (a) Furnish commercial power for telephone switching equipment as specified by Seller. (b) Furnish switchroom environment as specified by Seller. (c) Furnish access to all telephone equipment rooms, terminal rooms and any area necessary to install and maintain a complete telephone system. (d) Furnish a secure area for the central switching equipment with access only by authorized persons. (e) Furnish any available documentation of existing telephone equipment and application to assist engineering the new system. (f) Meet any special requirements of the building owner. (g) Assume responsibility for meeting any requirements regarding raceways, conduits, or floor ducts. (h) Assume responsibility for costs of any special engineering, lines or trunks, or for any special applications such as data lines, tie lines, ring-down circuits, patching and conferencing, and all interface equipment. (i) All costs associated with Premises restoration or repair in the event of removal of the Equipment.
Buyer warrants that to the best of his knowledge, asbestos does not exist within the premises where the Equipment is to be installed. If asbestos does exist (or if it existed previously), Buyer acknowledges that recent testing has been completed by a qualified testing agency and that the exposure is currently within acceptable limits.
6. **Force Majeure.** If the performance of any part of the Contract by Seller is prevented, hindered, delayed or otherwise made impractical by reason of any strike, flood, riot, fire, explosion, war, unavailability of materials and/or supplies, or any other

casualty or any other cause of whatever nature that is beyond the control of Seller and which cannot be overcome by reasonable diligence and without unusual expense, Seller shall be excused from such performance. This Contract shall be deemed suspended, so long as and to the extent that any such cause shall operate to prevent, hinder or delay the performance by Seller of its obligations.

7. **Seller's Security Interest.** Until such time as Buyer has paid Seller the Purchase Price in full, Buyer hereby grants and Seller hereby retains a purchase money security interest in the Equipment. Buyer agrees to execute all instruments (including financing statements) deemed necessary by Seller under applicable law to establish, maintain and continue perfected Seller's security interest in the Equipment or otherwise protect its rights in and to the Equipment. Seller agrees to furnish Buyer all documents necessary to release such security interest upon payment by Buyer of the Purchase Price in full.
8. **Damages Upon Default.**
- a. Failure to the Buyer to perform any of its obligations under this Agreement or any supplemental schedule, or insolvency, or any warranty or statement of Buyer proving to be materially incorrect shall constitute a default.
- b. Should default by Buyer occur before delivery of the Equipment to Buyer's premises, the Buyer recognizes that Seller, in connection with the performance of this Agreement will have incurred costs and expenses to Seller's damage. Therefore, Buyer agrees that Seller may retain Buyer's deposit of the amount of the Contract price to Seller as liquidated damages upon a default occurring before delivery of the Equipment.
- c. Should default occur after delivery of this Equipment:
- (i) Seller may disable the Equipment; and
- (ii) Seller shall have the right to enter any premises, and may without breach of the peace, take possession of the Equipment and take any other legal right available to it and Buyer shall pay all reasonable costs incurred by Seller in repossessing the Equipment, plus the costs of resale and all costs of collection and interest at the rate of one and one-half percent (1-1/2%) per month on the full balance due of the purchase price; and
- (iii) Seller shall be entitled to receive damages actually incurred by it as a result of such default including loss of profits.
- d. The above remedies shall be cumulative and shall not preclude the exercise of any of Seller's rights available to it under the law. Failure to enforce a breach shall not preclude later enforcement.
9. **Cutover, Acknowledgment of Acceptance and Completion.** Buyer agrees to witness cutover and to make a joint inspection with Seller's agent. After cutover and joint inspection, Buyer shall sign a Certificate of Delivery and Acceptance, acknowledging that the Equipment and system are properly functioning and are installed according to specifications required within this Agreement. If Buyer believes that certain aspects of the installation have not been completed according to this Agreement, Buyer shall list any exceptions on the Certificate of Delivery and Acceptance in the space provided therein. If, at the time of installation, Buyer fails or refuses to sign the Certificate with exceptions noted if applicable, after having been requested to do so by Seller's agent, Equipment and system will be deemed accepted and the job completed without exception.
10. **Attorney's Fees.** In the event of any legal action brought to enforce this Agreement, the prevailing party shall be reimbursed by the other party its reasonable attorneys' fees related thereto.
11. **Amendment and Construction.** Any change in the terms of this Agreement or to any of the Schedules attached hereto and made a part hereof, or any waiver or termination hereunder, shall be effective only if in writing, signed by an authorized representative of Buyer and authorized representative of Seller. This Agreement has been finally accepted in the State of Illinois, and its construction shall be governed by the laws of the State of Illinois.
12. **Approvals.** Buyer shall be responsible for obtaining the timely and proper securing of all building consents and approvals in connection with the sale and installation of the Equipment. If Buyer requests that Seller obtain such approvals on Buyer's behalf, Seller shall use reasonable efforts to obtain approvals. However, Seller shall have no obligation or liability in the event that Seller is unable to do so.
13. **Risk of Loss.** Risk of loss for any damage to or destruction of the Equipment commences upon delivery to Buyer's premises, regardless of any breach by Seller, and shall be borne by Buyer except for damage due to the willful conduct of the Seller.
14. **ENTIRE AGREEMENT AND ADDITIONAL EQUIPMENT.** BUYER HAS CAREFULLY READ ALL PROVISIONS OF THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND THE SCHEDULES MADE A PART HEREOF. ANY ORAL OR WRITTEN STATEMENTS ABOUT THE EQUIPMENT DESCRIBED IN THIS AGREEMENT, EXCEPT FOR THOSE MADE HEREIN, DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY BUYER AND ARE NOT PART OF THE CONTRACT FOR SALE. THE ENTIRE CONTRACT IS EMBODIED IN THIS AGREEMENT. THIS AGREEMENT CONSTITUTES THE FINAL EXPRESSION OF THE PARTIES' AGREEMENT, AND IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT.
15. **Assignment.** ATI may assign, subcontract, transfer or otherwise dispose of, in whole or in part, any of its interests, rights or obligations under this Agreement including, without limitation ATI's obligation to provide maintenance services, provided that ATI first gives adequate prior written notice thereof to the Customer. Any subcontractor performing Maintenance Services or other services hereunder will be subject to the same terms and conditions set forth herein. Customer shall not assign or subcontract any part or all of its interests hereunder, except upon the prior written consent, or this Agreement shall be null and void

UNTIL ACCEPTED AND SIGNED BY AN OFFICER OF SELLER AT ITS PRINCIPAL OFFICE, THIS AGREEMENT SHALL NOT BECOME EFFECTIVE AND SHALL NOT CONSTITUTE A BINDING CONTRACT. IN THE EVENT ADDITIONAL EQUIPMENT IS ORDERED BY BUYER, THE TERMS OF THIS AGREEMENT SHALL BE APPLICABLE THERETO.

Buyers Initials: JB Date: _____

ATI Solution Overview



Mitel 5000 HX Itemization for The Village of East Dundee			
Quantity	Description	Unit	Total
Mitel 5000 HX Chassis			
1	Mitel 5000 HX IP System Package with 4-Port Built-in Voicemail System <i>Includes: HX Processor Module with version 5.x software license key, 1 Gb Compact Flash card for Voicemail storage, and Power Supply</i>	\$ 2,588.00	\$ 2,588.00
Trunking & Expansion Equipment			
1	Dual T1/PRI Module for PRI Integration	\$ 875.20	\$ 875.20
1	4-Port Analog CO Line Interface Comes Built Into the Mitel 5000 Base System Chassis	Included in the 5000 HX Package	
1	4-Port Analog Station Interface Comes Built Into the Mitel 5000 Base System Chassis	Included in the 5000 HX Package	
Mitel Phones			
1	Mitel Model 5340 IP Endpoint for Receptionist Phone	\$ 412.00	\$ 412.00
39	Mitel Model 5320 IP Endpoints	\$ 219.20	\$ 8,548.80
Mitel Licenses			
16	Mitel 5000 "Category D" Licenses to Enable IP Phones	Included in the 5000 HX Package	
24	Mitel 5000 "Category D" Licenses to Enable IP Phones	\$ 123.20	\$ 2,956.80
1	Mitel IP Networking License to Integrate to Other Mitel Systems	\$ 1,750.40	\$ 1,750.40
1	Mitel PRI License	\$ 1,225.60	\$ 1,225.60
1	Automatic Call Distribution (ACD) Feature	\$ 123.20	\$ 123.20
1	Mitel Voice Processor/Email Synchronization to Enable Unified Messaging	\$ 880.00	\$ 880.00
Additional Equipment and Services			
1	ATI Custom System Programming, After Hours Installation, and Complete Training (Staff & Administration)	Included in Labor Total	
1	Initial Year of ATI "Total Customer Care" with 24/7 On-Site & Remote Support	Included in Investment Total	

Financial Considerations	
<i>Equipment Total</i>	\$ 19,360.00
<i>Labor</i>	\$ 6,200.00
Investment Grand Total	\$ 25,560.00

ATI Solution Overview NOTES:

~ATI/Mitel Solution Operating: 25 IP Phones, 2 Analog Stations, 2 Analog CO Lines, & 1 PRI

~ATI/Mitel Solution Capacity*: 50 IP Phones, 4 Analog Stations, 4 Analog CO Lines, & 1 PRI
*(*as configured without adding additional equipment or licensing to expand system capacities)*

~LAN Implementation/Configuration, PoE Switch & VLAN Programming to be Done by Village of East Dundee or Third Party Company

ATI Total Customer Care since 1983

ATI has helped customers of all sizes and industries improve productivity through advances in communications and technology, all while positively impacting their bottom lines. As a leading provider of telecommunications equipment and services, ATI's exemplary client support has translated into a base of 4,000+ customers across the nation.

ATI Solution Authorization for the Mitel Communications System for The Village of East Dundee

Buyer's Signature: *James Burt* Date: _____

Seller's Signature: _____ Date: _____