

Resolution No. 40-13

**A RESOLUTION APPROVING A MAINTENANCE AGREEMENT FOR TELEPHONE SERVICES BETWEEN THE VILLAGE OF EAST DUNDEE AND ADVANCED TELECOMMUNICATIONS OF ILLINOIS, INC.**

**WHEREAS**, the Village of East Dundee (the "Village") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

**WHEREAS**, the Village obtained and reviewed a proposal from Advanced Telecommunications of Illinois, Inc. for professional remedial maintenance services for the Village's telephone and voice mail system; and,

**WHEREAS**, the President and Board of Trustees of the Village of East Dundee find that it is in the best interests of the Village to accept the proposal for essential customer care from Advanced Telecommunications of Illinois, Inc. for telephone maintenance services.

**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 1:** That the *MAINTENANCE AGREEMENT* for essential customer care for a five year term as further described in the document entitled *Ongoing Support*, that are attached hereto and made a part hereof by reference as Exhibit A, between Advanced Telecommunications of Illinois, Inc. and the Village be and are hereby approved and Village Administrator is hereby authorized to execute said agreement on behalf of the Village.

**Section 2:** That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 21 day of Oct, 2013, pursuant to a roll call vote as follows:

AYES: Trustees Gorman, Lynam, Skillicorn, Selep and Wood

NAYS:  $\emptyset$

ABSENT: Trustee Ruffalo

APPROVED this 22 day of Oct, 2013

Attest: [Signature]  
Village Clerk

[Signature]  
Village President

## **Ongoing Support**

*Advanced Telecommunications, Inc. (ATI)* has always prided itself on the quality of support we provide. In fact, recent independent surveys of our customers revealed that we have every reason to be proud. When asked why respondents continued to purchase support from *ATI*, most said the reason is value. The survey also told us that our systems play a more critical role in business performance than information systems purchased from other vendors. We know keeping your communication systems up and running effectively is critical to your business.

It is our goal at *ATI* to keep your system(s) operating 365 days a year, 24 hours a day, because it is integral to your business. The *ATI* Technical Assistance Center (TAC) provides the highest quality ongoing support of all the products we represent. The Center is your one-stop source for ongoing support; including problem resolution, system administration, requests for additional training, equipment, and services.

Highlights of the support provided during the first support period include the following.

- All parts and labor coverage
- Mandatory software upgrades (where applicable)
- Remote database modifications for routine changes (if applicable)
- Ongoing training opportunities
- Centralized service to one company; 630-577-2700 to call or [www.aticti.com](http://www.aticti.com) to report all of your service and technical requests, which ensures fast, effective reporting and resolution.

The following chart summarizes our first-period support:

<b>Parts Coverage:</b>	Included
<b>Labor Coverage:</b>	Included
<b>Remote Coverage:</b>	24 hours per day
<b>On-Site Coverage:</b>	24 hours per day
<b>Response Time: (within coverage hours)</b>	2 hours remote, 4 hours onsite for major problem
<b>Administration Training:</b>	1 seat per year remote via web
<b>Remote System Administration:</b>	Included
<b>User Training:</b>	On-site ½ day - 1 session per year. Unlimited internet access.

***ATI Advanced Telecommunications of Illinois, Inc.***

*Advanced Telecommunications of Illinois, Inc.* provides the “**Total Customer Care**” level of support during the first period. After the first period, a choice of support offerings is available. *ATI* offers a full range of support services to meet your needs and budget.

Your choices include “**Total Customer Care**” support where we will completely manage and support the system, and “**Essential Customer Care**” level where we complement your resources or for our telephony customers with legacy (older) systems.

Your choice depends on how strategic your *ATI* solution is and the level of internal resources you choose to devote to it. In addition, you have the choice of prepaying at a discount and locking in your ongoing support costs for the additional periods.

Coverage Comparisons:

	<i>Total Customer Care Shoretel /Mitel 5000</i>	<i>Essential Customer Care Mitel 5000 only or Legacy products</i>
<b>Remote Coverage:</b>	24/7	7:30 am- 4:30 pm M-F
<b>On-Site Coverage:</b>	24/7	7:30 am- 4:30 pm M-F
<b>Parts Coverage:</b>	Included	Included. Except noted items
<b>Labor Coverage:</b>	Included	Included
<b>Response Time: (within coverage hours)</b>	2 hours remote, 4 hours onsite for major problem	2 hours remote, 4 hours onsite for major problem
<b>Administration Training:</b>	1 Seat per year. Web Conference	Hourly Rate
<b>Remote Programming:</b>	7:30am to 4:30 pm Monday to Friday	7:30am to 4:30 pm Monday to Friday
<b>Software Upgrades:</b>	Included	Hourly Rate plus software fee
<b>Priority:</b>	Top Tier	Second Tier
<b>User Training:</b>	Unlimited Internet. On-site ½ day - 1 session per year	Unlimited Internet. Instructor remote via Web-Hourly Rate
<b>Labor Charges (MAC):</b>	Discounted	Discounted

*Total Customer Care program requires system(s) to be at manufacturer's current software level to be eligible for this program. ATI Datanet products included in the above plans do not include integration issues or problems with your LAN/WAN network. These are billable services that ATI can provide.*

## **Support Services available after the First Period**

### ***Preventive Maintenance***

Preventive maintenance, which consists of those items and actions deemed by us to be necessary to keep the system(s) operating, can be scheduled and/or performed concurrently with remedial maintenance. This includes periodic system database backups.

Software and implementation labor for all preventive (patches, bug fixes, etc) software issues, is included with preventive maintenance under the ***“Total Customer Care” plan.***

Software updates (feature enhancements) are mandatory to keep your system within the manufacturers support term. These updates and the implementation labor are included in our ***“Total Customer Care”*** plan. These updates, if available, can be purchased separately under the ***“Essential Care”*** plan.

### ***Remedial Maintenance***

Remedial maintenance includes both hardware and software. **ATI** is responsible for all parts, tools and labor required to maintain your system. We provide the technical services of our trained and certified technicians, remotely or at the system site, as appropriate, in order to perform corrective maintenance.

We furnish all replacement parts. Quality spare parts are kept at our **ATI** service location and in our service support vehicles to ensure availability when you need it. However, **ATI** can not support products that the manufacturers have designated “end of life”.

Major problems are those situations that seriously affect system operation. You will be asked to prioritize the situation when you call the **ATI** Technical Assistance Center. Generally, major situations are defined as:

- The inability to make or receive phone calls from your location.
- The inability of the main answering position to receive incoming calls.
- The inability of the majority of the station users to use or access the intercom.

Remote response time commitment for major problems is two hours for both our ***“Total Customer Care”*** and ***“Essential Care”*** Plans.

**ATI Advanced Telecommunications of Illinois, Inc.**

Onsite response occurs when remote troubleshooting and repair is either unsuccessful or is clearly not the best approach to problem resolution. Remote repair may be performed in conjunction with onsite response to expedite the resolution. If onsite response is determined to be necessary, the following is the response time commitment for a major problem:

Response	Within Coverage Period
Within 50 miles of an <i>ATI</i> service-responsible office	4 hours
Within 150 miles of an <i>ATI</i> service-responsible office	6 hours

Following are current “*preferred*” rates for services performed outside of the coverage periods for those customers covered under the “*Total Customer Care*” and “*Essential Care*” support arrangement:

Coverage	Telephony, Training, & Network Services		Remote Access	ATI Datanet	
	Onsite (First Hour) (1)	Onsite (There-after)		(First Hour) (1)	(There-After)
7:30 am to 4:30 pm, M-F	\$245.00/hr	\$120.00/hr	\$120.00/hr	\$301.00/hr	\$176.00/hr
After hours & Sat. (7:30am – 5:00pm)	\$305.00/hr	\$180.00/hr	\$180.00/hr	\$389.00/hr	\$264.00/hr
After 5:00 pm Saturday, Sunday and Holidays	\$365.00/hr	\$240.00/hr	\$240.00/hr	\$477.00/hr	\$352.00/hr

Following are current rates for services performed outside of the coverage periods for those customers on a “*Time and Material*” basis:

Coverage	Telephony, Training, & Network Services		Remote Access	ATI Datanet	
	Onsite (First Hour) (1)	Onsite (There-after)		(First Hour) (1)	(There-After)
7:30 am to 4:30 pm, M-F	\$275.00/hr	\$150.00/hr	\$150.00/hr	\$345.00/hr	\$220.00/hr
After hours & Sat. (7:30am – 5:00pm)	\$350.00/hr	\$225.00/hr	\$225.00/hr	\$455.00/hr	\$330.00/hr
After 5:00 pm Saturday, Sunday and Holidays	\$425.00/hr	\$300.00/hr	\$300.00/hr	\$565.00/hr	\$440.00/hr

(1) One hour minimum; includes travel time portal to completion. Additional labor billed in quarterly increments.

## ***ATI Advanced Telecommunications of Illinois, Inc.***

### ***Administration Training***

*ATI* periodically offers administration training instructor led remotely via the web. You will receive one seat per year. Your administrator will be taught the basics of system administration, i.e., adding and deleting extensions, mailboxes, distribution lists, changing keys, holiday greetings, etc.

Administration training, instructor led via the web or on site is available on a billable basis.

### ***User Training***

You may want new system users to receive the same training provided during installation. User training is designed to guarantee that your new users receive the maximum benefit from their system. You will be given access to (system dependent) internet-based training on an unlimited basis. Further, *ATI* will provide one 1/2 day on-site training per year. We can also provide for additional training at any time on an hourly basis.

User training, as described above is included in the "***Total Customer Care***" level of support.

### ***System Administration***

System administration includes routine "remote" (where available) changes to user mailboxes, extensions, key assignments, system distribution lists, names directories, classes of service and information tables, as needed. System administration is provided from 7:30 am to 4:30 pm, CST from the *ATI* Technical Assistance Center, Monday through Friday, excluding *ATI* holidays. Changes will normally be completed within one business day. Special "remote" changes which are of a more complicated nature (call centers, recording solutions etc. will be provided on a billable basis.

You can batch routine changes for implementation at the frequency of two hours per month.

### ***Network Services Management***

Network services management is performed by *ATI's* experienced telephony experts and includes the necessary analysis of your carrier network services to assure optimum performance and quality at the proper price structure. This is required due to the constant changes in services and rates by the various carriers, both new and existing. This service is included in all of our plans as long as this service was established through *ATI*.

This network service is available at billable rates for non-*ATI* established carrier services.

*ATI Advanced Telecommunications of Illinois, Inc.*

**Ongoing Customer Care**  
**Financial Considerations**

*Covers Telephone and Voice Mail System  
For The Village of East Dundee*

	<i>One Year</i>	<i>Three Years</i>	<i>Five Years</i>
<i>Total Customer Care</i>	\$3,325	\$8,700	\$14,200
<i>Essential Customer Care</i>	\$3,000	\$7,900	\$13,000

*Multi-Year Ongoing Support Options Require the Balance be Paid in Full or Annually.*

*To be eligible for the software upgrade under the Total Customer Care plan,  
Mitel Software Assurance must be purchased and the current software  
level must be at least version 3.2.*

*One year of Mitel Software Assurance (software upgrade vehicle) can be purchased  
at any time for an additional \$1,300 if not on Total Customer Care plan.*

*If the system is below version 3.2, to upgrade to the latest software level the system may  
require the purchase of a 2 GB CompactFlash card for \$200.*

**MAINTENANCE AGREEMENT**

Address 1272 Bond Street  
 City NAPERVILLE State ILLINOIS Zip 60563  
 Telephone (630) 505-7500 Fax # (630) 505-4272

Term: \_\_\_\_\_  
 Effective Date: 10/1/13

**CUSTOMER BILLING LOCATION:**

Company Village of East Dundee  
 Address 120 Barrington Ave  
 City East Dundee State IL Zip 60118  
 Telephone 847-426-2822 Fax # \_\_\_\_\_

**ANNUAL INVESTMENT:** \_\_\_\_\_  
**INSTALLATION LOCATION (If different):**  
 Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**TERMS AND CONDITIONS**

**1. MAINTENANCE SERVICES**

Pursuant to the terms and conditions of this Agreement, ATI shall provide the Customer during the term of this Agreement and with respect to the Existing Equipment, the services summarized as follows:

- Remedial maintenance services upon request by the Customer in order to restore malfunctioning operating component parts of the Equipment to proper working order, this includes all parts and labor.
- Priority response to Customer request for remedial maintenance and/or service work over other types of ATI service arrangements.
- Continued Operator and Station User training assistance.
- Continued consultation on Equipment requirements.

ATI's remedial maintenance response objectives are as follows:

With respect to a Major Malfunction of the Equipment (defined as no incoming or outgoing telephone service, or no station to station service within Customer's system) ATI's policy is to respond to the Customer's premises within four (4) hours from the time ATI first receives the Customer's request for Remedial Maintenance and will complete such repairs as soon as reasonably practical.

With respect to a Minor Malfunction (any malfunction other than a Major Malfunction) of the Equipment, ATI's policy is to respond to Customer's premises between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, within twenty-four (24) hours from the time ATI first receives the Customer's request for Remedial Maintenance and will complete such repairs as soon as reasonably practical. Routine remedial maintenance requested after normal working hours will be billed Customer at the prevailing overtime hourly rate with a minimum two (2) hour service charge.

ATI's responsibility with respect to the Maintenance Services shall be limited to either the Customer's side of the interconnect devices connecting the Equipment to the telephone system operated by the local telephone utility, or if no such interconnect devices exist, to the Customer's side of the point of connection between the Equipment and said local telephone system.

The Customer shall allow employees of ATI free access to premises and facilities where the Equipment is to be maintained at all hours consistent with the requirements of this Agreement.

Any maintenance or service work performed on the Equipment by others during the period of this Agreement without written consent of ATI shall cause this Agreement to become null and void.

Maintenance does not include any services necessitated by, or of the type described in, any of the following:

Labor and material costs of additions, changes, relocations and removals; operating supplies and accessories; specification or engineering charges.

Labor and material costs for replacement of those component parts, such as headsets, batteries for phones and batteries for universal power supplies (UPS) that are subject to normal wear and tear and consumption, as a result of use which does not affect the operational condition of the equipment.

Negligent, willful or intentional acts of Customer.

Accident, casualty, neglect, misuse or any cause other than normal use in the manner intended by the parties hereto as described in the Equipment specifications.

An act or event occurring external to the Equipment which causes, either directly or indirectly, a failure or malfunction in the Equipment, including without limitation, failures or malfunctions of the trunk or toll lines, cable or other equipment connecting the Equipment to the telecommunications system of the operating telephone or abnormal power fluctuations or failures which adversely affect the Equipment.

Repair or maintenance or increase in normal service time resulting from Customer's failure to provide a suitable Equipment environment as required in the Equipment specifications or any other failure of the Customer to fully perform its responsibility under this Agreement.

Any other acts or events which may adversely affect the performance of the Equipment, occasioned by acts of the Customer or any third party, or the use by the customer or any third party of the Equipment in combination with any other apparatus, device or other system not supplied, or approved as to such combined use by ATI or the use by Customer of any item of the Equipment in a manner not intended by the parties hereto or specified by ATI.

**2. TERM AND PAYMENT**

The term of this Agreement shall commence as of the date set forth above upon receipt of payment from Customer and will only cover a period of one (1) year, unless a period other than one year is expressly stipulated in the space provided.

On the anniversary date of this Agreement, any additional Equipment provided will result in an increase of annual maintenance charges.

Upon expiration of the initial term, the Term shall renew for successive renewal terms of equal length to the initial Term unless either party gives the other party written notice to terminate the Agreement or not renew the Term at least ninety (90) days prior to expiration of the then current Term.

**3. TAXES**

The Maintenance Service rate(s) or other charges incurred by Customer under this Agreement do not include any federal, state or local privilege, use, sales or excise taxes paid or payable by either ATI or Customer with respect to this Agreement or any of the services performed or materials, equipment or other items provided by ATI or Customer, except for taxes based on ATI's net income or capital stock, which shall be borne by ADVANCED TELECOMMUNICATIONS, INC.

**4. LIMITATION OF LIABILITY**

The Customer agrees that neither ATI nor its subcontractor shall be liable for any loss or damage to the Equipment or other property or injury or death to Customer's agents, employees, or customers arising in connection with the Maintenance Services provided by ATI or its subcontractor under this Agreement unless such loss, injury, death or damage results solely from the negligence or willful misconduct of ATI's officers, employees or agents or those of ATI's subcontractors. IN NO EVENT SHALL ATI OR ITS SUBCONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS BY CUSTOMER OF BUSINESS, REVENUES OR GOODWILL), ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT.

**5. FORCE MAJEURE**

The timeliness of performance by ATI or Maintenance Services hereunder or the performance of any other obligations of ATI under this Agreement is in every case subject to delays caused by an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or orders, acts of inaction of Customer, inability of ATI's subcontractors to perform, or any other cause beyond the reasonable control of ATI, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of ATI). In the event of any such delay, the period of time for performance of services affected by such delay will be extended to reflect the effective delay occasioned thereby.

**6. 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 of all of its interests hereunder, except upon the prior written consent, this Agreement shall be null and void.

CUSTOMER ACKNOWLEDGES THAT HE HAS READ ALL OF THE PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS AGREED UPON. THERE ARE NOT REPRESENTATIONS, WARRANTIES, OR STIPULATIONS, WRITTEN OR ORAL, NOT HEREIN CONTAINED; NO MODIFICATION OF THIS AGREEMENT MAY BE MADE EXCEPT BY A WRITING EXECUTED BY AN OFFICER OF ATI. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AN OFFICER OF ATI.

Customer: \_\_\_\_\_  
 BY: Tobias J. Shunka  
 Title: Village Administrator  
 Date: October 22, 2013

**Advanced Telecommunications of Illinois, Inc.**  
 BY: Aaron Walsh  
 Date: 9/26/13