

#### TRI-COM BOARD OF DIRECTORS SPECIAL MEETING Special Meeting Agenda Wednesday, August 14, 2019

Location: Tri-Com Central Dispatch, 3823 Karl Madsen Drive, St. Charles, IL 60175

Time: 8:00 AM

Call Meeting to Order: Roll Call

Old Business: 1) Update on StarCom

2) Update on ETSB Funding

3) Update on Water Seepage in Basement

#### New Business:

- 1) Authorize Approval of Resolution 2019-006: Contract with GOVTEMPSUSA for Interim Deputy Director
- 2) Authorize Approval of Resolution 2019-007: Authorizing to waive any formal solicitation for bids in lieu thereof, under purchasing ordinance, purchase (4) four APX Consolettes 7/800 with Combiner and rack equipment and (3) thre APX8000 portables with spare batteries and chargers at the cost of \$53,119.26 from Motorola with funds from Kane County ETSB.
- 3) Authorize Approval of Resolution 2019-008: Authorizing the purchase of (2) two HP ProLiant DL 380 servers, (1) one HP MSA 1050 SAN Storage, (4) four VMWare vSphere and (1) one vCenter, (2) two Windows Server Datacenters, and (3) three Veeam Backup Essentials.
- 4) Authorize Approval of Resolution 2019-009: Authorizing Declaration of Surplus Property.
- 5) Addendum to 2017 AFG MOU

#### **Public Comment:**

Closed Session: 1) For the purpose of discussing:

- A) Employment/Appointment Matters
- B) Legal Matters
- C) Business Matters
- D) Security/Criminal Matters
- E) Miscellaneous Exceptions to the Open Meetings Act

#### Adjournment:

Next Regular Meeting: Wednesday, September 11, 2019 at 8:00 A.M.

Addendum to the 2017 Assistance to Firefighters Grants Program Memorandum of understanding for regional grant program EMW-2017-FR-00461.

<u>Applicants:</u> St. Charles Fire Department, Geneva Fire Department, Batavia Fire Department, Elburn and Countryside Fire Protection District, Sugar Grove Fire Protection District, North Aurora Fire Department. St. Charles Fire Department will "host" application and Fire Chief Joe Schelstreet will coordinate data and be lead project liaison.

<u>Project</u>: Regional communications project to include mobiles, portable, base radios and notification pagers. Totals: 242 portables, 43 single head mobiles, 21 dual head mobiles, 327 pagers.

Disposal of radio equipment and/or pagers purchased utilizing grant funding: According to Article XV Disposition of Equipment Acquired Under the Federal Award When original or replacement equipment acquired under this award by the recipient or its sub recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313. Each department will be responsible for maintaining an inventory of and custody over all radios/pagers purchased utilizing grant funding. Upon such time as a radio/pager needs to be retired, the St. Charles Fire Department shall be notified and will contact FEMA for permission to dispose of the item. The St. Charles Fire Department will distribute a radio list annually for verification by each department that all radios are still within their possession or unless previous approval has been granted by FEMA for disposal.

#### Equipment distributed under the grant plan as listed below:

St. Charles Fire Department: 58 portables, 9 single head mobiles, 4 dual head mobiles, 51 pagers.

Geneva Fire Department: 40 portables, 8 single head mobiles, 3 dual head mobiles, 65 pagers.

Batavia Fire Department: 36 portables, 6 single head mobiles, 4 dual head mobiles, 60 pagers.

Elburn and Countryside Fire District: 50 portables, 9 single head mobiles, 4 dual head mobiles, 75 pagers.

Sugar Grove Fire Protection District: 29 portables, 7 single head mobiles, 3 dual head mobiles, 35 pagers.

North Aurora Fire Department: 29 portables, 4 single head mobiles, 3 dual head mobiles, 41 pagers.

St Charles Fire Department - EIN		
sign	print	date
Geneva Fire Department - EIN		
sign	print	date
Batavia Fire Department - EIN		
sign	print	date
Elburn and Countryside Fire District - EIN		_
sign	print	date
Sugar Grove Fire District - EIN		
sign	print	date

North Aurora Fire Department - EIN		
sign	print	date



#### **AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item:	Authorize approval of Resolution 2019-006: Contract with GOVTEMPUSA for Interim Deputy Director.			
Presenter & Title:	Nicole Lamela, Ex	ecu	tive Director	
Date:	August 14, 2019			
Please Check Appr	opriate Box:			
Regular Meeti	ng	Χ	Special Meeting	
Other -				
Estimated Cost: \$ 100,800.00  Budgeted?  X NO				
If NO, please explain how the item will be funded: Fund Balance				

#### **Executive Summary:**

Enter into a contract with GOVTEMPSUSA to provide services as outlined in Exhibit "A", at a range of \$80,460 (\$57,600 + \$23,040 agency fee) to \$100,800 (\$72,000 + \$28,800 agency fee) for a period of 6 months with the option to extend.

#### **Voting Requirements:**

This motion requires a simple majority vote.

#### **Attachments:** (please list)

- Resolution No. 2019- 006
- Contract from GOVHR.USA

#### **Recommendation / Suggested Action:** (briefly explain)

Approval of Resolution No. 2019-006 execute a contract with HRGOV.USA to provide a temporary employee to act as an Interim Deputy Director as specified in Exhibit A.

#### **RESOLUTION NO. 2019-006**

# RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH GOVTEMPSUSA. LLC TO PROVIDE A TEMPORARY EMPLOYEE TO ACT AS INTERIM DEPUTY DIRECTOR.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TRI-COM CENTRAL DISPATCH, AN INTERGOVERNMENTAL COOPERATION AGENCY OF THE CITIES OF ST. CHARLES, BATAVIA AND GENEVA, ILLINOIS, as follows:

**SECTION 1**: Be it resolved that the Board of Directors is authorizing the execution of a contract with GOVTEMPSUSA, LLC to provide a temporary employee to act as Interim Deputy Director to Tri-Com Central Dispatch.

**SECTION 2:** and be it further resolved that the Board of Directors authorizes the contractor to provide services as outlined in Exhibit "A", at a range of \$80,460 (\$57,600 + \$23,040 agency fee) to \$100,800 (\$72,000 + \$28,800 agency fee) for a period of 6 months with the option to extend.

**PASSED** by the Board of Directors of Tri-Com Central Dispatch, this 14<sup>th</sup> day of August 2019 pending approval by the Tri-Com attorney.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

	Chief James Keegan	
	Chairman, Board of Directors	
Attest:		
Chief Michael K. Antenore		
Vice Chairman, Board of Directors		

#### EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by GOVTEMPSUSA, LLC, an Illinois limited liability company ("GovTemps"), and \_\_\_\_\_\_ (the "Municipality"). GovTemps and the Municipality can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Municipality agree as follows:

#### SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Worksite Employee. The Municipality will lease certain employees of GovTemps, and GovTemps will lease to the Municipality, the personnel identified in attached Exhibit A, (the "Worksite Employee"). Exhibit A identifies the employment position and/or assignment (the "Assignment") the Worksite Employee will fill at the Municipality, and it further identifies the base compensation for each Worksite Employee, as of the effective date of this Agreement. Exhibit A may be amended from time to time by a replacement Exhibit A signed by both GovTemps and the Municipality. GovTemps has the sole authority to assign and/or remove the Worksite Employee, provided however, that the Municipality may request, in writing, that GovTemps remove or reassign the Worksite Employee. Any such request will not be unreasonably withheld by GovTemps The Parties understand and acknowledge that the Worksite Employee is subject to the Municipality's day-to-day supervision.

**Section 1.02. Independent Contractor**. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Municipality. GovTemps has no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

#### SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND MUNICIPALITY

**Section 2.01. Payment of Wages**. GovTemps will timely pay the wages and related payroll taxes of the Worksite Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Worksite Employee. The Municipality acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.

**Section 2.02. Workers' Compensation**. To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering any Worksite Employee under this Agreement.

- **Section 2.03. Employee Benefits**. GovTemps will provide to Worksite Employee those employee benefits identified in the attached **Exhibit B.** GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemps under Section 3.1 of this Agreement.
- Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Worksite Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.
- **Section 2.05. Other Obligations of GovTemps**. GovTemps will comply with any federal, state and local law applicable to its Worksite Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).
- **Section 2.06. Direction and Control**. The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.1. The Worksite Employee(s) will be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.
- **Section 2.07. Obligations of the Municipality**. Pursuant to this Agreement the Municipality covenants, agrees and acknowledges:
  - The Municipality will provide the Worksite Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee and the Worksite Employee's workplace. The Municipality agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Municipality will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Municipality's premises to ensure that the Worksite Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Municipality's obligations to the Worksite Employee under applicable law, or its obligations to GovTemps under this Agreement;
  - (b) With respect to the Worksite Employees, the Municipality will comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act

of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

- (c) The Municipality retains the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;
- (d) The Municipality cannot remove or reassign the Worksite Employee unless mutually agreed to in writing by GovTemps and the Municipality in accordance with Section 1.1 of this Agreement. Municipality will confer with GovTemps regarding any concern or complaint regarding a Worksite Employee's performance or conduct under this Agreement;
- (e) The Municipality will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee. Municipality represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;
- (f) The Municipality must report to GovTemps any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemps will follow the procedures and practices regarding injury claims and reporting; and
- (g) The Municipality must report all on the job illnesses, accidents and injuries of the Worksite Employee to GovTemps within twenty-four (24) hours following notification of said injury by employee or employee's representative.

#### SECTION 3 FEES PAYABLE TO GOVTEMPS

**Section 3.01. Fees.** The Municipality will pay GovTemps fees for the services provided under this Agreement as follows:

- (a) The base compensation as fully identified on **Exhibit A**, as amended; plus
- (b) Any employee benefits GovTemps paid to the Worksite Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Worksite Employee.

**Section 3.02. Increase in Fees**. GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes, when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Municipality with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

**Section 3.03. Payment Method.** Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Municipality for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Municipality must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Municipality, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

#### SECTION 4 INSURANCE

**Section 4.01. General and Professional Liability Insurance**. The Municipality must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Municipality may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Municipality agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

**Section 4.02. Certificate of Insurance**. Upon request, the Municipality will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

**Section 4.03. Automobile Liability Insurance**. If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with their Assignment, the Municipality must maintain in effect automobile liability insurance which insuring the Worksite Employee, GovTemps and the Municipality against liability for bodily injury, death and property damage.

## SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective

Date"). The period during which the Worksite Employee works at the Municipality is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

**Section 5.02. Termination of Agreement for Failure to Pay Fees**. If the Municipality fails to timely pay the fees required under this Agreement, GovTemps may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach**. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

**Section 5.04. Termination of Agreement to execute Temp-to Hire Option**. At the end of the Term, the Municipality may hire the Worksite Employee as a permanent employee. If this option is exercised by the Municipality, the Municipality must pay two (2) weeks of the Worksite Employee's gross salary to GovTemps no later than thirty (30) days after the date the Worksite Employee begins permanent employment at the Municipality.

#### SECTION 6 NON-SOLICITATION

**Section 6.01. Non-Solicitation**. The Municipality acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Municipality will not solicit, request, entice or induce Worksite Employee to terminate their employment with GovTemps, and the Municipality will not hire Worksite Employee as an employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Municipality, then this Section 6.01 will not apply.

**Section 6.02. Injunctive Relief.** The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.1 of this Agreement. The Municipality also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

**Section 6.03. Survival**. The provisions of Section 6 survive the expiration or termination of this Agreement.

### SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

**Section 7.01. Indemnification by GovTemps.** GovTemps agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

**Section 7.02. Indemnification by the Municipality.** The Municipality agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Municipality or any of the Municipality Parties.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party demonstrates to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions**. The provisions of Section 7 survive the expiration or termination of this Agreement.

## SECTION 8 MISCELLANEOUS PROVISIONS

- **Section 8.01. Amendments**. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees as set forth in Section 3.
- **Section 8.02. Binding Effect**. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.
- **Section 8.03. Counterpart Execution**. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.
- **Section 8.04. Entire Agreement**. This Agreement constitutes the entire agreement between the Parties regarding GovTemps; placement of the Worksite Employee with the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.
- **Section 8.05. Further Assurances**. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.
- **Section 8.06. Gender**. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.
- **Section 8.07. Section Headings**. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.
- **Section 8.08.** Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.
- **Section 8.09. Waiver of Provisions**. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

- **Section 8.10.** Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.
- **Section 8.11. Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.
- **Section 8.12. Force Majeure**. GovTemps will not be responsible for failure or delay in assigning its Worksite Employee to Municipality if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

#### SECTION 9 DISPUTE RESOLUTION

- **Section 9.01. Good Faith Attempt to Settle.** The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.
- **Section 9.02. Governing Law/Jurisdiction.** If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County, Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.
- **Section 9.03. Attorneys' Fees.** The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

#### SECTION 10 NOTICES

**Section 10.01. Notices.** All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:	GOVTEMPSUSA, LLC 630 Dundee Road Suite 130 Northbrook, Illinois 60062 Attention: Michael J. Earl Telephone: 224-261-8366 Electronic Mail: mearl@govhrusa.com
If to the Municipality:	
	Attention:
	Electronic Mail:

[Signatures on following page]

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IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

GOVTEMPSUSA, LLC,

## **EXHIBIT A**Worksite Employee and Base Compensation

WORKSITE EMPLOYEE:		_
POSITION/ASSIGNMENT:		
		_
		<del>-</del>
GOVTEMPSUSA, INC.:	MUNICIPALITY:	
By:	Ву:	
Date:	Date:	

This Exhibit A fully replaces all Exhibits A dated prior to the Effective Date of this Agreement.

## **EXHIBIT B Summary of Benefits**



#### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Resolution Authorizing the purchase of two HP ProLiant DL380 servers, one HP MSA 1050 SAN Storage, four VMWare vSphere and one vCenter, two Windows Server Datacenters, and 3 Veeam Backup Essentials.			
Presenter & Title:	Nicole Lamela, Ex	ecu	tive Director	
Date:	August 14, 2019			
Please Check Appr	opriate Box:			
Regular Meetin	ng	Χ	Special Meeting	
Other -				
Estimated Cost: \$50,940.10			Budgeted? X YES	
			NO	
		•		

*If* **NO**, *please explain how the item will be funded:* 

#### **Executive Summary:**

GIS through the NG9-1-1 project and the implementation of a field service application to improve addressing for the fire departments has depleted the extra storage and servers Tri-Com had to run the Computer Aided Dispatch System. This budgeted purchase is being requested to buy additional servers, storage space, software and the necessary backup to run more equipment.

#### **Voting Requirements:**

This motion requires a simple majority vote.

#### **Attachments:** (please list)

- Resolution No. 2019- 008
- Resolution No. 2019- 008 Exhibit A Spreadsheet out lining the lowest costs
- Resolution No. 2019- 0008 Exhibit B Quotes from 3 vendors

#### **Recommendation / Suggested Action:** (briefly explain)

Approval of Resolution No. 2019-008 Authorizing the purchase of two HP ProLiant DL380 servers, one HP MSA 1050 SAN Storage, four VMWare vSphere and one vCenter, two Windows Server Datacenters, and 3 Veeam Backup Essentials.

#### **RESOLUTION NO. 2019-008**

RESOLUTION AUTHORIZING THE PURCHASE OF (2) TWO HP PROLIANT DL 380 SERVERS, (1) ONE HP MSA 1050 SAN STORAGE, (4) FOUR VMWARE VSPHERE, (1) ONE VCENTER, (2) TWO WINDOWS SERVER DATACENTERS, AND (3) THREE VEEAM BACKUP ESSENTIALS.

**WHEREAS**, on June 7, 1976, the Cities of Batavia, St. Charles and Geneva entered into an Intergovernmental Agreement for the establishment and operation of a centralized communications services for fire, police, ambulance, and other emergency functions, which services was and has been commonly known as Tri-Com Central Dispatch; and

**NOW, THEREFORE BE IT RESOLVED** by the Tri Com Board of Directors, as follows:

**SECTION 1:** Be it resolved that the Board of Directors is authorizing the Executive Director to purchase budgeted hardware and software that exceeds the spending limit documented in the Tri-Com Purchasing Ordinance.

**SECTION 2:** and be it further resolved that the Board of Directors authorizes the Executive Director to purchase the items outlined in Exhibit "B", not to exceed \$50,940.10 after reviewing three (3) quotes from vendors outlined in Exhibit "A".

**PASSED** by the Board of Directors of Tri-Com Central Dispatch on this 14th day of August 2019.

AYES:	NAYS:	ABSENT:	ABSTAINING:	<b>HOLDING OFFICE: 11</b>	
			<del></del>		
				es Keegan irman, Board of Directors	
Attest:					

Michael K. Antenore

Vice-Chairman, Board of Directors

#### Resolution 2019-008 Exhibit A

Item	Quantity	Total	Vendor	Total	Vendor	Total	Vendor
HP ProLiant DL380 (2 proc, 8 core)	2	\$17,946.00	SHI	\$17,961.96	Insight	\$18,059.14	CDW
HP MSA 1050 SAN Storage	1	\$18,549.50	SHI	\$18,688.06	Insight	\$18,802.35	CDW
VMWare vSphere and vCenter	4,1	\$6,815.80	SHI	\$6,857.16	CDW	\$6,858.15	Insight
Windows Server Datacenter (16 core)	2	\$7,628.80	CDW	\$9,001.12	Insight	\$9,130.00	SHI
Veeam Backup Essentials (1-year)	3	\$909.00	SHI	\$913.29	CDW	\$309.48	Insight
Total cost		\$50,940.10		\$52,508.30		\$52,849.64	



Pricing Proposal

Quotation #: 17312589 Created On: 6/19/2019 Valid Until: 7/30/2019

#### **Tri-Com Central Dispatch**

## Inside Account Executive

#### Mark Marzetta

3823 Karl Madsen Dr Saint Charles, IL 60175 United States Phone: 630-584-8053

Fax:

Email: mmarzetta@tri-com911.org

#### Charlie Mcclelland

290 Davidson Ave, Somerset, NJ 08873 Phone: 732-652-0289 Fax: 732-564-8553

Email: Charlie\_Mcclelland@shi.com

All Prices are in US Dollar (USD)

Product		Qty	Your Price	Total
DL360 GEN10 4110 1P 8SFF SOLN SYST Hewlett Packard Enterprise - Part#: P05		2	\$1,790.00	\$3,580.00
DL380 GEN10 4110 XEON-S KIT SYST PL Hewlett Packard Enterprise - Part#: 826		2	\$552.00	\$1,104.00
32GB 2RX4 PC4-2666V-R SMART KITSYS Hewlett Packard Enterprise - Part#: 815		24	\$300.00	\$7,200.00
300GB SAS 10K SFF SC DS HDD INT NO I Hewlett Packard Enterprise - Part#: 872		4	\$128.00	\$512.00
"5YR NBD FOUNDATION CARE DL380 S manufacturer. Delivery times vary." Hewlett Packard Enterprise - Part#: H80	/CS GEN10 SVC PL=96Product stocked by	2	\$2,470.00	\$4,940.00
ILO ADVANCED 1SVR LICS W/3YR LICS 2 Hewlett Packard Enterprise - Part#: BD		2	\$305.00	\$610.00
			Total	\$17,946.00

#### **Additional Comments**

Please Note: Hewlett Packard Enterprise has a zero returns policy on custom build machines.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0



INSIGHT PUBLIC SECTOR SLED 6820 S HARL AVE TEMPE AZ 85283-4318 Tel: 800-467-4448

**SOLD-TO PARTY** 10939724

TRI-COM CENTRAL DISPATCH CITY OF GENEVA 3823 KARL MADSEN DR

SAINT CHARLES IL 60175-7548

SHIP-TO PARTY

TRI-COM CENTRAL DISPATCH CITY OF GENEVA 3823 KARL MADSEN DR

SAINT CHARLES IL 60175-7548

We deliver according to the following terms:

**Payment Terms** 

Net 30 days

Ship Via

Insight Assigned Carrier/Ground

Terms of Delivery

FOB DESTINATION

Currency USD

#### Quotation

Quotation Number | 221296463 **Document Date** 

PO Number

19-JUN-2019

PO Release Sales Rep

Jason Contreras

JASON.CONTRERAS@INSIGHT.COM Email

Telephone 4804096372 Sales Rep 2 Clayton Jones

Email CLÁYTON.JONES@INSIGHT.COM

Telephone 4804096650

Material	Material Description	Quantity	Unit Price	Extended Price
INTSERV	CONFIGURATION ORDER OPEN MARKET	2	6,368.68	12,737.36
Solution includes the	e following:			
P05524-B21	HPE ProLiant DL380 Gen10 Solution - rack-mountable - Xeon Silver 4110 2.1 GHz - 16 GB	2	1,836.29	3,672.58
	OPEN MARKET		100.01	
<u>826846-B21</u>	Intel Xeon Silver 4110 / 2.1 GHz processor	2	498.61	997.22
<u>815100-B2</u> 1	OPEN MARKET  HPE - DDR4 - 32 GB - DIMM 288-pin - registered	24	311.27	7,470.48
872475-B21	OPEN MARKET  HPE Enterprise - hard drive - 300 GB - SAS 12Gb/s	4	129.28	517.12
99-SILVERSERV	OPEN MARKET  LAB CONFIG / SILVER SERVER  OPEN MARKET	2	39.98	79.96
H8QU4E	HPE Foundation Care Next Business Day Service - extended service agreement - 5 years - on-site OPEN MARKET	2	2,349.11	4,698.22
BD505A	HPE Integrated Lights-Out Advanced - License + 3 Years 24x7 Support - 1 server - for ProLiant DL160 Gen10, DL20 Gen9, DL360 Gen10, D L380 Gen10, DL580 Gen9, ML30 Gen9 Coverage Dates: 19-JUN-2019 - 19-JUN-2022 OPEN MARKET	2	263.19	526.38
		Product Su Services S		13,183.78 4,778.18
		TAX	dototal	0.00
		Total		17.961.96
		Total		17,901.90

### **QUOTE CONFIRMATION**



#### **DEAR MARK MARZETTA,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KSCR914	6/27/2019	SERVERS	2580382	\$18,059.14

QUOTE DETAILS				
TTEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE Protient 01380 Gen10 Sulution - rack mountable - Keen Silver 4110 2.1 G	2	5115341	\$1,772.67	\$3,545.34
Mfg. Part#: P05524-B21				
UNSPSC: 43211501 Contract: MARKET				
Intel Keon Silver 1/17 / 2.1 GHz processor	2	4744061	*EE0 E0	#1 101 16
Mfg. Part#: 826846-B21	2	4744001	\$550.58	\$1,101.16
UNSPSC: 43201503				
Contract: MARKET				
HPE - DDR4 - 32 GB - DIMM 265-pm - registered	24	4708368	\$298.44	\$7,162.56
Mfg. Part#: 815100-B21			7270	47,102.30
UNSPSC: 32101602 Contract: MARKET				
CONTRACT: MARKET				
HPS Enterprise mand drive 300 08 - 5A5 12Gb/s	4	4503485	\$124.84	\$499.36
Mfg. Part#: 872475-B21				
UNSPSC: 43201803 Contract: MARKET				
Contract Partice				
HPS Payadatum Care Next Business Day Service - extended samples samples	2	4754900	\$2,571.61	\$5,143.22
Mfg. Part#: HBQU4E				
UNSPSC: 81112305				
Electronic distribution - NO MEDIA				
Contract: MARKET				
HPE integrated Lights-Dut Advanced - heense + 1 Years 34x7 Support - 1 ser	2	3626789	\$303.75	\$607.50
Mfg. Part#: BD505A				
UNSPSC: 43232804				
Contract: MARKET				

DELIVER TO	Please remit payments to:		
Payment Terms: Net 30 Days-Govt State/Local			
T CHARLES, IL 60175-7548 hone: (630) 232-4739	<b>GRAND TOTAL</b> \$18,059.		
3823 KARL MADSEN DR	SALES TAX	\$0.00	
ACCTS PAYABLE	SALES TAX	\$0.00	
Billing Address: TRI-COM CENTRAL DISPATCH	SHIPPING	\$0.00	
Purchaser billing info	SUBTOTAL	\$18,059.14	



Pricing Proposal

Quotation #: 17302183 Created On: 6/17/2019 Valid Until: 7/31/2019

#### **Tri-Com Central Dispatch**

#### Mark Marzetta

3823 Karl Madsen Dr Saint Charles, IL 60175 United States

Phone: 630-584-8053

Fax:

Email: mmarzetta@tri-com911.org

## Inside Account Executive

#### Charlie Mcclelland

290 Davidson Ave, Somerset, NJ 08873 Phone: 732-652-0289

Fax: 732-564-8553

Email: Charlie\_Mcclelland@shi.com

#### All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	HPE MSA 1050 10GBE ISCSI DC SFF STORAGE Hewlett Packard Enterprise - Part#: Q2R25A	1	\$5,005.56	\$5,005.56
2	HPE MSA 1.2TB 12G SAS 10K 2.5IN ENT HDD Hewlett Packard Enterprise - Part#: J9F48A	18	\$523.79	\$9,428.22
3	FACTORY INTEGRATED Hewlett Packard Enterprise - Part#: J9F48A	18	\$0.00	\$0.00
4	HPE 3Y FOUNDATION CARE 24X7 SERVICE HPE - IMSourcing - Part#: H7J34A3	1	\$0.00	\$0.00
5	HPE MSA 1050 STORAGE SUPPORT HPE - IMSourcing - Part#: H7J34A3	1	<b>\$1,</b> 721.99	\$1,721.99
6	HPE INSTALLATION AND STARTUP SERVICE Hewlett Packard Enterprise - Part#: HA114A1	1	\$0.00	\$0.00
7	HPE MSA FAMILY STARTUP SVC Hewlett Packard Enterprise - Part#: HA114A1	1	\$2,192.89	\$2,192.89
8	HPE PREMIER FLEX LC/LC OM4 2F 2M CBL Hewlett Packard Enterprise - Part#: QK733A	4	\$50.21	\$200.84
			Total	\$18,549.50

#### **Additional Comments**

Please Note: Hewlett Packard Enterprise has a zero returns policy on custom build machines.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract





INSIGHT PUBLIC SECTOR SLED 6820 S HARL AVE TEMPE AZ 85283-4318 Tel: 800-467-4448

**SOLD-TO PARTY** 

10939724

TRI-COM CENTRAL DISPATCH CITY OF GENEVA 3823 KARL MADSEN DR SAINT CHARLES IL 60175-7548

#### SHIP-TO PARTY

TRI-COM CENTRAL DISPATCH CITY OF GENEVA 3823 KARL MADSEN DR SAINT CHARLES IL 60175-7548

We deliver according to the following terms:

**Payment Terms** 

Net 30 days

Ship Via

Insight Assigned Carrier/Ground

Terms of Delivery FOB DESTINATION

Currency

USD

Quotation					
Quotation Numbe	r : 221296627				
Document Date	19-JUN-2019				
PO Number	2				
PO Release					
Sales Rep	Jason Contreras				
Email	JASON CONTRERAS@INSIGHT.COM				
Telephone	4804096372				
Sales Rep 2	Clayton Jones				
Email	: CLAYTON JONES@INSIGHT.COM				
Telephone	4804096650				

Material	Material Description	Quantity	Unit Price	Extended Price
AIUSA	CONFIGURATION ORDER OPEN MARKET	ť	14,669.35	14,669.35
Solution includes th	ne following:			
Q2R25 <u>A</u>	HPE Modular Smart Array 1050 Dual Controller SFF Storage - hard drive array OPEN MARKET	1	5,044.68	5,044.68
<u> J9F48A</u>	HPE Dual Port Enterprise - hard drive - 1.2 TB - SAS 12Gb/s	18	531.15	9,560.70
95-SERVER-HW	OPEN MARKET  HW BUILD + FIRMWARE & BIOS UPDATES  OPEN MARKET	*	63.97	63.97
HT4C7E	HPE Foundation Care 24x7 Service - extended service agreement - 3 years - on-site OPEN MARKET	1	1,641,15	1,641.15
<u>QK733A</u>	HPE PremierFlex - network cable - 2 m OPEN MARKET	4	68.16	272.64
UA868E	HPE Installation & Startup Service - installation / configuration - on-site OPEN MARKET	1	2,104.92	2,104.92
		Product Su Services S TAX		14,878.02 3,810.04
		7		0.00
		Total		18,688.06

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

### **QUOTE CONFIRMATION**



#### DEAR MARK MARZETTA,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. The to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KSJD818	7/2/2019	STORAGE	2580382	\$18,802,35

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MPE Modular Smart Array 1050 Dual Controller SFF Storage - hard drive array	1	4823289	\$4,427.07	\$4,427.07
Mfg. Part#: Q2R25A				
UNSPSC: 43201802				
Contract: Standard Pricing				
HPE Dual Port Enterprise - hard drive - 1.2 FB - SAS 12G0/S	18	3680742	<b>\$</b> 523.79	\$9,428.22
Mfg. Part#: J9F48A			\$323.73	45,420.22
UNSPSC: 43201803				
Contract: Standard Pricing				
HPS PremierFies - network capte - 1 m	4	2771792	AC7.11	+3.50
Mfg. Part#: QK733A	200	2//1/92	\$67.11	\$268.44
UNSPSC: 26121609				
Contract: Standard Pricing				
HPE MSA FAMILY STARTUP SVC	1	5567503	#2 032 FC	42.022.54
Mfg. Part#: UA868E		3307303	\$3,023.56	\$3,023.56
Electronic distribution - NO MEDIA				
Contract: Standard Pricing				
MPE Foundation Care 24x7 Service Entended service	1	4823290	\$1,655.06	\$1,655.06
Talissurent - 3 Agail - 5	-	1023230	\$1,035.00	\$1,033.06
Mfg. Part#: 7T4C7E				
UNSPSC: 81112301				
Electronic distribution - NO MEDIA				
Contract: Standard Pricing				

Purchaser Billing info	SUBTOTAL	\$18,802.35		
Billing Address: TRI-COM CENTRAL DISPATCH	SHIPPING	\$0.00		
ACCTS PAYABLE 3823 KARL MADSEN DR 5T CHARLES, IL 60175-7548 Phone: (630) 232-4739	SALES TAX	\$0.00		
	GRAND TOTAL \$18,802			
Payment Terms: Net 30 Days-Govt State/Local				
DELIVER TO	Please remit payments to:			
Shipping Address: TRI-COM CENTRAL DISPATCH MARK MARZETTA 3823 KARL MADSEN DR ST CHARLES, IL 60175-7548 Phone: (630) 232-4739 Shipping Method: NiteMoves Local Super-Saver	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515			



Pricing Proposal Quotation #: 17371949 Created On: 7/1/2019

Valid Until: 7/31/2019

#### **Tri-Com Central Dispatch**

#### Mark Marzetta

3823 Karl Madsen Dr Saint Charles, IL 60175 United States

Phone: 630-584-8053

Fax:

Email: mmarzetta@tri-com911.org

## Inside Account Executive

#### Charlie Mcclelland

290 Davidson Ave, Somerset, NJ 08873 Phone: 732-652-0289

Fax: 732-564-8553

Email: Charlie\_Mcclelland@shi.com

#### All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	VMware vSphere 6 Standard for 1 processor VMware - Part#: VS6-STD-C	4	\$892.32	\$3,569.28
2	Production Support/Subscription VMware vSphere 6 Standard for 1 processor for 1 year VMware - Part#: VS6-STD-P-SSS-C	4	\$306.71	\$1,226.84
3	VMware vCenter Server 6 Foundation for vSphere up to 4 hosts (Per Instance) VMware - Part#: VCS6-FND-C	1	\$1,391.08	\$1,391.08
4	Production Support/Subscription VMware vCenter Server 6 Foundation for vSphere up to 4 hosts (Per Instance) for 1 year VMware - Part#: VCS6-FND-P-SSS-C	1	\$628.60	\$628.60
			Total	\$6.815.80

#### **Additional Comments**

Please note the following:

- 1) VMware EULA VMware EULA
- 2) VMware Does Not offer a standard return policy
- 3) Service offerings are non-refundable
- 4) PSO Credits are only active for 1 Year
- 1. By issuing a purchase order or acknowledging this quote, when applicable, Customer certifies that employees at each of their locations adhere to all applicable export and re-export control laws and regulations covering the distributed products purchased and/or received by the Customer.
- 2. By issuing a purchase order or acknowledging this quote, and when applicable, Customer understands that the commodities, software and/or technology ("Items") it purchases or receives under this quote may be subject to export, re-export, or other restrictions. Customer agrees to comply with all applicable laws and regulations relating to the export and re-export of such Items obtained by Customer.

### **QUOTE CONFIRMATION**



#### **DEAR MARK MARZETTA,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KSNG432	7/9/2019	VMWARE	2580382	\$6,857,16

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Mfg. Part#: VS6-STD-C UNSPSC: 43233006 Electronic distribution - NO MEDIA Contract: Standard Pricing	4	3645765	\$899.64	\$3,598.56
Whate Support and Subscription Production Maintenance 1 Processor 1 Year  Mfg. Part#: VS6-STD-P-SSS-C  UNSPSC: 81112201  Electronic distribution - NO MEDIA  Contract: Standard Pricing	4	3645785	\$309.23	\$1,236.92
Whene vCenter Server Foundation for vSphere (v. 6) - Usense - Linstance, Mfg. Part#: VCS6-FND-C UNSPSC: 43233006 Electronic distribution - NO MEDIA Contract: Standard Pricing	1	3686798	\$1,387.90	\$1,387.90
Whware Support and Subscription Production - technical support - for VMware  Mfg. Part#: VCS6-FND-P-SSS-C  UNSPSC: 86101601  Electronic distribution - NO MEDIA  Contract: Standard Pricing	4.	3687384	\$633.78	\$633.78

PURCHASER BILLING INFO	SUBTOTAL	\$6,857.16		
Billing Address: TRI-COM CENTRAL DISPATCH	SHIPPING	\$0.00		
ACCTS PAYABLE 3823 KARL MADSEN DR	SALES TAX  GRAND TOTAL \$6,85			
SOZ NAKE MADSEN DK ST CHARLES, IL 60175-7548 <b>Phone:</b> (630) 232-4739				
Payment Terms: Net 30 Days-Govt State/Local				
DELIVER TO	Please remit payments to:  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515			
Shipping Address: TRI-COM CENTRAL DISPATCH MARK MARZETTA 3823 KARL MADSEN DR ST CHARLES, IL 60175-7548 Phone: (630) 232-4739 Shipping Method: ELECTRONIC DISTRIBUTION				





INSIGHT PUBLIC SECTOR SLED 6820 S HARL AVE TEMPE AZ 85283-4318 Tel: 800-467-4448

SOLD-TO PARTY

10939724

TRI-COM CENTRAL DISPATCH CITY OF GENEVA 3823 KARL MADSEN DR SAINT CHARLES IL 60175-7548

#### **SHIP-TO PARTY**

TRI-COM CENTRAL DISPATCH CITY OF GENEVA 3823 KARL MADSEN DR SAINT CHARLES IL 60175-7548

We deliver according to the following terms:

Payment Terms

Net 30 days

Ship Via Terms of Delivery

Electronic Delivery FOB DESTINATION

Currency

USD

		4.0	
<b>F</b> 311	At 3	1110	m
Qu	υla	ILIU	"

Quotation Number 221351952 Document Date 10-JUL-2019

PO Number PO Release

Sales Rep Jason Contreras

Email JASON.CONTRERAS@INSIGHT.COM

Telephone # 4804096372

Material	Material Description	Quantity	Unit Price	Extended Price
VS6-STD-C	VMware vSphere Standard - (v. 6) - license - 1 processor OPEN MARKET	4	902.29	3,609.16
VS6-STD-P-SSS-C	VMware Support and Subscription Production - Technical support - for VMware vSphere Standard Edition (v. 6) - 1 processor - emergenc y phone consulting - 24x7 - response time: 30 min Coverage Dates: 10-JUL-2019 - 10-JUL-2020 OPEN MARKET	4	306.97	1,227.88
VCS6-FND-C	VMware vCenter Server Foundation for vSphere - (v. 6) - license - 1 instance, up to 4 hosts OPEN MARKET	1	1,391.97	1,391.97
VCS6-FND-P-\$SS-C	VMware Support and Subscription Production - Technical support - for VMware vCenter Server Foundation for vSphere (v. 6) - 1 instanc e, up to 3 hosts - emergency phone consulting - 1 year - 24x7 - response time: 30 min Coverage Dates: 10-JUL-2019 - 10-JUL-2020 OPEN MARKET	1	629.14	629.14
		Product Su TAX	btotal	6,858.15 0.00
		Total		6,858.15

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

### **QUOTE CONFIRMATION**



#### **DEAR MARK MARZETTA,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL	
KSWW394	7/17/2019	MICROSOFT	2580382	\$7,628.80	

QUOTE DETAILS	100	13.7		
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Windows Server 2019 Datacenter - George - 2 cores Mfg. Part#: 9EA-01073 UNSPSC: 43233004	16	5300201	\$476.80	\$7,628.80
Electronic distribution - NO MEDIA  Contract: Illinois Microsoft M+D products (CMS6945110)				

PURCHASER BILLING INFO	SUBTOTAL	\$7,628,80
Billing Address: TRI-COM CENTRAL DISPATCH	SHIPPING	\$0.00
ACCTS PAYABLE 3823 KARL MADSEN DR	SALES TAX	\$0.00
ST CHARLES, IL 60175-7548  Phone: (630) 232-4739	GRAND TOTAL	\$7,628.80
Payment Terms: Net 30 Days-Govt State/Local		
DELIVER TO	Please remit payments to:	
Shipping Address: TRI-COM CENTRAL DISPATCH MARK MARZETTA 3823 KARL MADSEN DR ST CHARLES, IL 60175-7548 Phone: (630) 232-4739 Shipping Method: ELECTRONIC DISTRIBUTION	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Need	Assistance?	CDW•G SALES CONTACT IN	FORMATION	
Stephen Regney	1	(877) 863-3197	41	steproo@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at For more Information, contact a CDW account manager

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INSIGHT PUBLIC SECTOR SLED 6820 S HARL AVE TEMPE AZ 85283-4318 Tel: 800-467-4448

**SOLD-TO PARTY** 10939724

TRI-COM CENTRAL DISPATCH CITY OF GENEVA 3823 KARL MADSEN DR SAINT CHARLES IL 60175-7548

#### **SHIP-TO PARTY**

TRI-COM CENTRAL DISPATCH CITY OF GENEVA 3823 KARL MADSEN DR SAINT CHARLES IL 60175-7548

We deliver according to the following terms:

Payment Terms Ship Via

Net 30 days

Terms of Delivery

Electronic Delivery FOB DESTINATION USD

Currency

Quotation

Quotation Number : 221352083 Document Date : 10-JUL-2019

Document Date PO Number

PO Release
Sales Rep
Jason Contreras

Email JASON CONTRERAS@INSIGHT COM

Telephone 4804096372

Material	Material Description	Quantity	Unit Price	Extended Price
9EA-01071	Microsoft Windows Server 2019 Datacenter - License - 2 cores - local, Microsoft Qualified - OLP: Government - English OPEN MARKET	16	562.57	9,001.12
9EM-00679	Microsoft Windows Server 2019 Standard - License - 2 cores - local, Microsoft Qualified - OLP: Government - English OPEN MARKET	96	89.84	8,624.64
		Product Su TAX	ibtotal	17,625.76 0.00
		Total		17,625.76

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Jason Contreras 4804096372 JASON.CONTRERAS@INSIGHT.COM Fax 4807608962

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already



Pricing Proposal

Quotation #: 17383241 Created On: 7/3/2019 Valid Until: 7/31/2019

#### **Tri-Com Central Dispatch**

#### **Inside Account Executive**

#### Mark Marzetta

3823 Karl Madsen Dr Saint Charles, IL 60175 **United States** Phone: 630-584-8053

Fax:

Email: mmarzetta@tri-com911.org

#### Charlie Mcclelland

290 Davidson Ave, Somerset, NJ 08873 Phone: 732-652-0289

Fax: 732-564-8553

Email: Charlie\_Mcclelland@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Microsoft Windows Server 2019 Datacenter - License - 16 cores - local, Microsoft Qualified - OLP: Government - English Microsoft - Part#: 9EA-01070	2	\$4,565.00	\$9,130.00
2	Microsoft Windows Server Datacenter Edition - License & software assurance - 16 cores - local, Microsoft Qualified - OLP: Government Microsoft - Part#: 9EA-00253	2	\$6,847.00	\$13,694.00
3	Microsoft Windows Server 2019 Standard - License - 16 cores - local, Microsoft Qualified - OLP: Government - English Microsoft - Part#: 9EM-00678	12	\$721.00	\$8,652.00
4	Microsoft Windows Server Standard Edition - License & software assurance - 16 cores - local - OLP: Government - English Microsoft - Part#: 9EM-00249	12	\$1,081.00	\$12,972.00
			Total	\$44,448.00

#### **Additional Comments**

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.



Pricing Proposal

Quotation #: 17395392 Created On: 7/8/2019 Valid Until: 7/31/2019

#### **Tri-Com Central Dispatch**

#### Mark Marzetta

3823 Karl Madsen Dr Saint Charles, IL 60175 United States

Phone: 630-584-8053

Fax:

Email: mmarzetta@tri-com911.org

## Inside Account Executive

#### Charlie Mcclelland

290 Davidson Ave, Somerset, NJ 08873 Phone: 732-652-0289

Fax: 732-564-8553

Email: Charlie\_Mcclelland@shi.com

#### All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Veeam Backup Essentials Enterprise - Upfront Billing License (1 year) + Production Support - 1 instance - public sector  Veeam Software - Part#: P-ESSENT-0I-SU1YP-00	3	\$303.00	\$909.00
2	Veeam Backup Essentials Enterprise - Upfront Billing License (3 years) + Production Support - 1 instance - public sector  Veeam Software - Part#: P-ESSENT-0I-SU3YP-00	3	\$726.00	\$2,178.00
3	Veeam Backup Essentials Enterprise - Upfront Billing License (5 years) + Production Support - 1 instance - public sector Veeam Software - Part#: P-ESSENT-0I-SU5YP-00	3	\$1,134.00	\$3,402.00

#### **Additional Comments**

Veeam has a no returns policy.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the <u>SHI Online Customer Resale Terms and Conditions</u>, unless a separate resale agreement exists between SHI and the Customer.

### **QUOTE CONFIRMATION**



#### **DEAR MARK MARZETTA,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below, draw to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KSLG759	7/8/2019	VEEAM 1 YEAR	2580382	\$913.29

QUOTE DETAILS						
TTEM	QTY	CDW#	UNIT PRICE	EXT. PRICE		
Vecam Backup Essentials Enterprise - Upitons Billing License (1 year) + Pro	3	5454800	\$304.43	\$913.29		
Mfg. Part#: P-ESSENT-0I-SU1YP-00						
UNSPSC: 43233415						
Electronic distribution - NO MEDIA						
Contract: Standard Pricing						

Purchaser Billing info	SUBTOTAL	\$913.29			
Billing Address: TRI-COM CENTRAL DISPATCH	SHIPPING	\$0.00			
ACCTS PAYABLE 3823 KARL MADSEN DR	SALES TAX	\$0.00			
Payment Terms: Net 30 Days-Govt State/Local	GRAND TOTAL \$				
DELIVER TO	Please remit payments to:				
Shipping Address: TRI-COM CENTRAL DISPATCH MARK MARZETTA 3823 KARL MADSEN DR 5T CHARLES, IL 60175-7548 Phone: (630) 232-4739 Shipping Method: ELECTRONIC DISTRIBUTION	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515				

Need	Assistance?	CDW+G SALES CONTACT IN	FORMATION	
Stephen Rooney	0.	(877) 863-3197	91	steproo@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at For more information, contact a CDW account manager

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INSIGHT PUBLIC SECTOR SLED 6820 S HARL AVE TEMPE AZ 85283-4318 Tel: 800-467-4448

**SOLD-TO PARTY** 

10939724

TRI-COM CENTRAL DISPATCH CITY OF GENEVA 3823 KARL MADSEN DR SAINT CHARLES IL 60175-7548

#### **SHIP-TO PARTY**

TRI-COM CENTRAL DISPATCH CITY OF GENEVA 3823 KARL MADSEN DR SAINT CHARLES IL 60175-7548

We deliver according to the following terms:

**Payment Terms** 

Net 30 days

Ship Via

Electronic Delivery Terms of Delivery FOB DESTINATION

Currency

Quotation

Quotation Number :: 221390687

23-JUL-2019

**Document Date** PO Number

PO Release Sales Rep

Jason Contreras

**Email** Telephone JASON.CONTRERAS@INSIGHT.COM

4804096372

Material	Material Description	Quantity	Unit Price	Extended Price
PESSENTOISU1YP00	Veeam Backup Essentials Enterprise - Upfront Billing License (1 year) + Production Support - 1 instance - public sector Coverage Dates: 23-JUL-2019 - 23-JUL-2020 OPEN MARKET	4	309.48	1,237.92
PESSENTOISU3YP00	Veeam Backup Essentials Enterprise - Upfront Billing License (3 years) + Production Support - 1 instance - public sector Coverage Dates: 23-JUL-2019 - 23-JUL-2022 OPEN MARKET	4	734.93	2,939.72
PESSENTOISU5YP00	Veeam Backup Essentials Enterprise - Upfront Billing License (5 years) + Production Support - 1 instance - public sector Coverage Dates: 23-JUL-2019 - 23-JUL-2024 OPEN MARKET	4	1,136.36	4,545.44
		Product Su TAX	btotal	8,723.08 0.00
		Total		8,723.08

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Jason Contreras 4804096372 JASON.CONTRERAS@INSIGHT.COM Fax 4807608962



#### **AGENDA ITEM EXECUTIVE SUMMARY**

Age		Resolution Authorizing the Purchase of 4 APX Consolette radios and 3 APX8000 portables for the use of Backup and failover communications at KaneComm.					
Pres	senter & Title:	Nicole Lamela, Exc	ecu	tive Director			
Date: August 14, 2019							
Plea	ase Check Appro	opriate Box:					
	Regular Meetir	ng	Χ	Special Meeting			
	Other -						
Esti	mated Cost:			Budgeted?	YES X NO		

If NO, please explain how the item will be funded: Kane County ETSB Grant funds

#### **Executive Summary:**

In September 2018, the Tri-Com Board authorized the purchase of APX radios and to move to the StarCom21 radio platform. This upgrade will bring Tri-Com onto the StarCom system, however Tri-Com will be unable to talk to field units should they need to evacuate to their backup center at KaneComm. The radio system at KaneComm will not support a direct hookup to the StarCom system, Tri-Com will have to operate off of APX Consolettes. Four should be purchased for the main talk groups. KaneComm will use their existing antenna and will perform the installation of the equipment. Tri-Com will also need portables to operate in such a failure and not miss radio traffic. There is already been one portable purchased, an additional three should be purchased to all for uninterrupted dispatching to each of the main talkgroups.

#### **Voting Requirements:**

This motion requires a simple majority vote.

#### **Attachments:** (please list)

- Resolution No. 2019- 007
- Kane County ETSB Resolution 17-03 Exhibit "A"
- Motorola Quote Tri-Com Backup Kane Portable Exhibit "B"

#### **Recommendation / Suggested Action:** (briefly explain)

Approval of Resolution No. 2019-007

#### **RESOLUTION NO. 2019-007**

RESOLUTION AUTHORIZING TO WAIVE ANY FORMAL SOLICITATION FOR BIDS IN LIEU THEREOF, UNDER PURCHASING ORDINANCE, PURCHASE (4) FOUR APX CONSOLETTES 7/800 WITH COMBINER AND RACK EQUIPMENT AND (3) THREE APX8000 PORTABLES WITH SPARE BATTERIES AND CHARGERS AT THE COST OF \$53,119.26 FROM MOTOROLA WITH FUNDS FROM KANE COUNTY ETSB MONEY.

WHEREAS, on June 7, 1976, the Cities of Batavia, St. Charles and Geneva entered into an Intergovernmental Agreement for the establishment and operation of a centralized communications services for fire, police, ambulance, and other emergency functions, which services was and has been commonly known as Tri-Com Central Dispatch; and

**NOW, THEREFORE BE IT RESOLVED** by the Tri Com Board of Directors, as follows:

SECTION 1: Tri-Com will be moving radio platforms and switching from convention UHF and VFH to the digital StarCom21 platform. KaneComm Emergency Communications acts as Tri-Com's backup should the Tri-Com center need to be evacuated. For Tri-Com to continue to communicate with police, fire and EMS field units, Tri-Com must purchase (4) four APX Consolettes and a Combiner with rack equipment and have it installed at KaneComm Emergency Communications. In addition to the hardware that needs to be installed at KaneComm, Tri-Com also needs to purchase (3) three portable radios to communicate with field units should there be an outage and the equipment at Tri-Com go into failure.

**SECTION 2:** be it resolved that the Board of Directors is authorizing to waive any formal solicitation for bids in lieu thereof, under the purchasing ordinance, purchase (4) APX Consolettes and a Combiner with rack equipment and (3) APX 8000 portables for a cost not to exceed \$53,119.26 from Motorola with funds that were received in 2018 from the Kane County ETSB in Resolution 17-03 (Appendix "A")

**SECTION 3:** This Resolution shall become effective from after its passage as in accordance with the law.

**PASSED** by the Board of Directors of Tri-Com Central Dispatch on this 14th day of August 2019.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

James Keegan	
Chairman of the	Board of Directors

Attest:

Michael K. Antenore Vice-Chairman of the Board of Directors

Resolution 2019-007 Exhibit A

# RESOLUTION OF THE BOARD OF DIRECTORS OF THE

#### KANE COUNTY EMERGENCY TELEPHONE SYSTEM #17-03

**WHEREAS**, the Kane County Emergency Telephone System Board (ETSB) operates three (3) Public Safety Answering Points (PSAPS) known as the Aurora Police Department, Kane Comm, and Tri-Com Central Dispatch; and

**WHEREAS**, the Kane County Emergency Telephone System Board (ETSB) is a duly organized and existing Agency of The County of Kane created under the provisions of the laws of the State of Illinois and operating under the provisions of the Emergency Telephone System Act, 50 ILCS 750/1, (the "ETSA"); and

**WHEREAS**, Tri-Com Central Dispatch has applied to the ETSB to use funds contained within the ETSB's Reserve Fund to be used for a public safety radio system replacement; and

WHEREAS, such an expenditure for the purpose of providing equipment for the answering and dispatching of 9-1-1 calls for service is an approved use of 9-1-1 surcharge revenue funds under Illinois State Police Administrative Rules, Section 35; and

WHEREAS, on November 16, 2017 the Kane County Emergency Telephone System Board reviewed and approved the request to use ETSB surcharge revenue reserve funds to purchase public safety radio system replacement equipment as requested by Tri-Com;

**NOW, THEREFORE, BE IT RESOLVED,** the Kane County Emergency Telephone Systems Board approves that funding not to exceed the amount of **\$178,000.00** from the ETSB 9-1-1 Surcharge Revenue Fund is authorized for the purpose of providing the partial cost of a public safety replacement radio system for the Tri-Com PSAP.

Approved the 16th day of November, 2017.

By: Roger Fahne	stock, ETSB Chairman	Attest: Joseph Schelstreet,	ETSB Secretary
S			
Vote: AYE			
NAY			
ABSTA	IN		
ABSEN	ΙΤ		



Bill-To

Tri-Com Central Dispatch 3823 Karl Madsen Drive St. Charles, IL 60175

Attention: Nicole Lamela

Customer Number: Contract Number: Starcom DoITT Freight terms: FOB Destination Payment terms: Net 30 Due

Quote Date: Effective to: 8/6/2019 Quote #: TriComBackupKanePortable

**Ultimate Destination** 

Tri-Com Central Dispatch 3823 Karl Madsen Drive St. Charles, IL 60175

Name: Ravi Suthar

Email: ravi.suthar@motorolasolutions.com

Phone: 847-980-0151

Quantity	Description	Nomenclature		List price	Discounted Unit	Extended Price
	Starcom only capable consolettes - 7/800 Mhz					
4	APX CONSOLETTE 7/800	L30URS9PW1 N	761	\$4,554.00	\$3,324.42	\$13,297.6
4	ADD: ASTRO DIGITAL CAI OPERATION	G806	656	\$515.00	\$375.95	\$1,503.8
4	ADD: HW KEY SUPPLEMENTAL DATA	QA01648AA	655	\$5.00	\$3.65	\$14.
4	ENH: SMARTZONE OPERATION APX	G51	656	\$1,500.00	\$1,095.00	\$4,380.
4	ENH: P25 TRUNKING SOFTWARE APX	G361	656	\$300.00	\$219.00	\$876.
4	ADD: TDMA OPERATION APX	GA00580	656	\$450.00	\$328.50	\$1,314.
4	ADD: AES/DES-XL/DES-OFB ENCRYPTION	G851	656	\$799.00	\$583.27	\$2,333.
4	ADD: MULTIPLE KEY ENCRYPTION OPERATION	W969	656	\$330.00	\$240.90	\$963.
4	ADD: APX CONTROL HEAD SOFTWARE	G444	656	\$0.00	\$0.00	\$0.
4	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	L999	761	\$789.00	\$575.97	\$2,303.
4	ADD: NO MICROPHONE NEEDED	G90	656	\$0.00	\$0.00	\$0.
4	ADD: AC LINE CORD US	CA01598	761	\$0.00	\$0.00	\$0.
4	ADD: 5Y ESSENTIAL SERVICE	GA00318	185	\$319.00	\$319.00	\$1,276.0
4	APX CONSOLETTE RACK MOUNT KIT	HKN6233C	761	\$200.00	\$146.00	\$584.
1	8 port rack mounted short haul combiner	DSCS0496080531	+ +	\$3,094.00	\$2,258.62	\$2,258.0
	Installation & Programming		+	-		\$2,307.0
	* assumes reuse of existing antenna at KaneCom, no new coax, no updates to MCC 5500 (that to be handled by					
	customer), power provided by customer. Assumes					
	installation in existign racks.					
	Subtotal				\$9,470.28	\$33,412.
	Subtotal		+	-	\$5,470.E0	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
-	VIII (11115 / 700 / 1000					
3	VHF/UHF/700/800 - capable  APX 8000 ALL BAND PORTABLE MODEL 2.5	H91TGD9PW6 N	579	\$5,983.00		
					\$4,188.10	\$12,564.
3	ADD: ASTRO DIGITAL CAI OPERATION	Q806	579	\$515.00	\$375.95	\$1,127.
3	ADD: SMARTZONE OPERATION	H38	655	\$1,500.00	\$1,095.00	\$3,285.
3	ADD: P25 9600 BAUD TRUNKING	Q361	655	\$300.00	\$219.00	\$657.
3	ADD: TDMA OPERATION	QA00580	655	\$450.00	\$328.50	\$985.
3	ADD: HW KEY SUPPLEMENTAL DATA	QA01648AA	655	\$5.00	\$3.65	\$10.
3	ENH: AES ENCRYPTION	Q629	655	\$475.00	\$346.75	\$1,040.
3	ENH: MULTIKEY	H869	655	\$330.00	\$240.90	\$722.
3	ADD: 5Y ESSENTIAL SERVICE	Q887	185	\$206.00	\$150.38	\$451.
3	Programming - one time, to be completed with rest of fleet				\$75.00	\$225.
	Subtotal				\$7,023.23	\$21,069.
	Accessories					
4	BATT IMPRES 2 LIION R IP68 3400T (Spare)	PMNN4486	453	\$163.00	\$118.99	\$475.
3	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	NNTN8860A	785	\$165.00	\$120.45	\$361.
	Accessories subtotal				\$239.44	\$837.
	Loyalty Incentive					
	Loyalty intentive					(\$2,200.0
			+		+	
			+		Grand Total	\$53,119.2
I	<u>l</u>	l	1		Granu roldi	733,113.20

This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

- 2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
- 3 Purchaser will be responsible for shipping costs, which will be added to the invoice. 4 Prices quoted are valid for thirty(30) days from the date of this quote.
- 5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR

IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL

MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

6 Motorola has applied a one time system incentive for show pricing purposes only



#### AGENDA ITEM EXECUTIVE SUMMARY

Age	Agenda Item:  Authorizing Declaration of Surplus Property – Tri-Com Central Dispatch Multiple Items					
Pres	senter & Title:	Nicole Lamela, Ex	ecu	tive Director		
Date	e:	August 14, 2019				
Plea	ase Check Appro	opriate Box:				
	Regular Meetin	ng	Χ	Special Meeting		
	Other -					
Esti	mated Cost: N/A	A		Budgeted?	YES X NO	
7.031	10 1 1 1	. 1 .1	<u> </u>	1 1 27/4		

#### If NO, please explain how the item will be funded: N/A

#### **Executive Summary:**

Staff is requesting that the equipment listed on the attached list be declared as surplus. 50" flat screen TV, box of (25) PS2 style keyboards, box of miscellaneous cables from radio/PC/phone, (4) HP DL380 servers, HP xw4300 PCs, (3) HP xw4200 PCs, HP xw4600 PC, (4) HP 8200 Elite PCs, Dell Dimension 2400 PC, HP Storage Works 960 Tape backup.

#### **Voting Requirements:**

This motion requires a simple majority vote.

#### **Attachments:** (please list)

- Resolution No. 2019- 009
- Surplus List Exhibit A

#### **Recommendation / Suggested Action:** (briefly explain)

Approval of Resolution No. 2019-009 declaring miscellaneous equipment as surplus.

#### **RESOLUTION NO. 2019-009**

#### RESOLUTION DECLARING TRI-COM EQUIPMENT SURPLUS PROPERTY

**WHEREAS**, on June 7, 1976, the Cities of Batavia, St. Charles and Geneva entered into an Intergovernmental Agreement for the establishment and operation of a centralized communications services for fire, police, ambulance, and other emergency functions, which services was and has been commonly known as Tri-Com Central Dispatch; and

**NOW, THEREFORE BE IT RESOLVED** by the Tri Com Board of Directors, as follows:

**SECTION 1:** Be it resolved that the Board of Directors is authorizing the Executive Director to declare one (1) lot of miscellaneous equipment, as detailed in Attachment "A" as surplus property which shall be sold or disposed of.

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law including a simple majority vote of the Board of Directors holding office.

**PASSED** by the Board of Directors of Tri-Com Central Dispatch on this 14th day of August 2019.

AYES:	NAYS:	ABSENT:	ABSTAINING:	HOLDING OFFICE: 11
				es Keegan irman, Board of Directors
Attest:				
Michael K.	Antenore			

Vice-Chairman, Board of Directors



#### Tri-Com Surplus List Resolution 19-009 Exhibit "A"

Description	Quantity	UOM	Manufacturer	Model	Serial #	Acquisition Date	Issued To	Reason	Disposition	Notes
Portable Radio	1		BAOFENG	UV-5R			S. Stoffa		Sold	\$25.00 from Sarah Stoffa
50 inch flat screen TV (broken)	1		Samsung						Dispose	
Box of PS2 style keyboards	25		HP						Recycle	
Box misc cables from radio/PC/phone (no connectors)	1								Recycle	
HP DL380 servers	4		HP	DL380					Recycle	
HP xw4300 PC	1		HP	xw4300					Recycle	
HP xw4200 PC	3		HP	xw4200					Recycle	
HP xw4600 PC	1		HP	xw4600					Recycle	
HP 8200 Elite PC	4		HP	8200 Elite					Recycle	
Dell Dimension 2400 PC	1		Dell	2400					Recycle	
HP Storage Works 960 Tape Backup	1		HP	960					Recycle	