

**A RESOLUTION APPROVING THE SERVICES FOR BUSINESS VOICE EDGE
SERVICES TO BE PROVIDED BY COMCAST ENTERPRISE SERVICES**

29 March 2017

Resolution No. 2017-06

RECITALS

WHEREAS, the Aurora Election Commission (“ELECTION COMMISSION”) is a body politic and corporate, organized and existing pursuant to the Election Code, 10 ILCS 5/1-1, *et seq.*; and

WHEREAS, the ELECTION COMMISSION is authorized and empowered, pursuant to the Illinois Election Code, 10 ILCS 5/1-1, *et seq.*, to pass resolutions for the purpose of carrying out its statutorily enumerated duties and responsibilities and those powers reasonably inferred therefrom; and

WHEREAS, the ELECTION COMMISSION desires to upgrade its internet and phone system; and

WHEREAS, the ELECTION COMMISSION has received a price quotation for said services from Comcast Enterprise Services (“Comcast”), which are subject to ELECTION COMMISSION review and approval as to quantity, with a price adjustment consistent with the quantity approved; and

WHEREAS, the ELECTION COMMISSION has determined that the Comcast price quotations for these services is reasonable and acceptable, and accordingly, the ELECTION COMMISSION desires to enter into an agreement with Comcast for the said services as quoted; and

WHEREAS, the ELECTION COMMISSION finds and determines that entry into an agreement with Comcast for services is in the best interest of the ELECTION COMMISSION and the citizens of the City of Aurora.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Election Commission, as follows:

1. That the recitals set forth above are incorporated herein and made a part hereof.
2. That the Board of Commissioners hereby approves the proposal by Comcast for certain services, for a total amount not to exceed \$7,000/year for three years (\$21,000.00, as more fully set forth in the Comcast Enterprise Services Sales Order Form dated March 9, 2017,, which is attached hereto and incorporated herein by reference as Exhibit “A.”

3. That the Executive Director is hereby authorized to enter into an agreement on behalf of the ELECTION COMMISSION for such services and supplies as provided for herein.

4. That all Resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage, approval and publication, in the manner provided for by law.

6. That the Executive Director is hereby directed to transmit a certified copy of this Resolution to the Attorney for the Election Commission at 400 S. Knoll, Unit C, Wheaton, Illinois 60187.

7. The Executive Director is hereby directed to transmit a certified copy of this Resolution to the Office of the Chief Judge of the Sixteenth Judicial Circuit, Rm. 301, 37W777 Route 38, St. Charles, Illinois 60175.

PASSED AND APPROVED by the Board of Election Commissioners of the Aurora Election Commission this 29th day of March, 2017.

APPROVED:

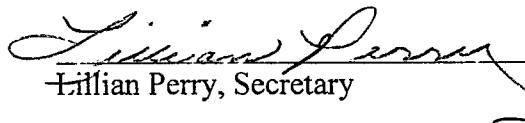
BY:



Leah Anderson, Chairman



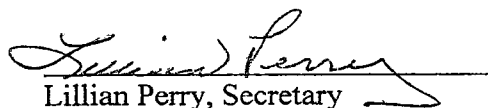
Mike McCoy, Vice Chair



Lillian Perry, Secretary

ATTEST:

BY:



Lillian Perry, Secretary

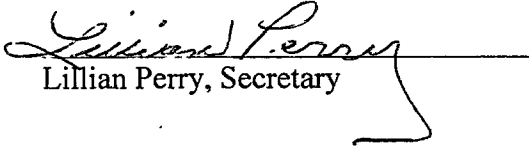
AYES: - 3 -

NAYS: - 0 -

ABSENT: - 0 -

CERTIFICATION

I, the undersigned, do hereby certify that I am the Secretary of the Aurora Election Commission, Aurora, Illinois, and that the foregoing is a true, complete and exact copy of Resolution No. 2016-06, passed and approved on March 29, 2017, as the same appears from the official records of the Aurora County Election Commission.


Lillian Perry, Secretary

CUSTOMER INFORMATION

Account Name: <u>Aurora Election Commission</u>	Email: <u>lfechner@aec-il.org</u>
Primary Contact: <u>Linda Fechner</u>	Address1: <u>323 W GALENA BLVD</u>
Title: <u>Executive Director</u>	Address2: _____
Phone: <u>630-897-4030</u>	City: <u>AURORA</u>
Cell: <u>630-897-4637</u>	State: <u>IL</u>
Fax: <u>630-897-4060</u>	Zip Code: <u>60506</u>

SUMMARY OF CHARGES

Service Term(Months): 36

Site Name	Monthly Recurring Charges	Standard Installation Fees	Activation Fees
Aurora Election Commission	\$451.35	\$49.00	\$329.45
SUMMARY OF TOTAL CHARGES*	\$451.35	\$49.00	\$329.45

* Applicable federal, state and local taxes and fees may apply, usage fees not included. For specific information, see service location detail pages, attached hereto and incorporated here in reference. Additional orders (adding or deleting seats) may change the "per seat" pricing.

GENERAL COMMENTS

In the event Customer is unable to [verifiably] renew its lease after month twelve (12) of the Service Term at the Service Location(s) set forth under this Sales Order, upon written notice to Comcast, Customer may terminate this Sales Order without further obligation to Comcast beyond the termination date, including Termination Charges. Customer shall make a good-faith effort to relocate the Services to an alternate site serviceable by Comcast, however, Comcast shall have initial right(s) of refusal and shall have no obligation to provision such Services at any alternate site requested by Customer.

AGREEMENT

1 This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <https://business.comcast.com/terms-conditions-ent/>, (the "Agreement") Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

2 CUSTOMER ACKNOWLEDGES RECEIPT AND UNDERSTANDS THE FOLLOWING E911 NOTICE

The service may have the E911 limitations specified below

- In order for 911 calls to be properly directed to emergency services using Enhanced Voice Services Comcast must have the correct service address (i.e. street address, floor and/or office number) for each telephone number and extension used by the Customer with the Enhanced Voice Services. If Enhanced Voice Services are moved to a different location without Customer providing the correct information, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Enhanced Voice Services (including 911) may fail altogether. Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the system as necessary to reflect moves or additions of stations within the premises.
- The Service uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is exhausted after several hours.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- Comcast only supports 911 emergency calling with Enhanced Voice Services in those areas in the U.S. where Comcast can direct your company's 911 call to the appropriate PSAP in a manner consistent with applicable laws, rules, and regulations, including, without limitation, FCC rules and requirements. In an area where Comcast cannot support 911 calls, Customer will be notified before the completion of the update call. In this case, Customer must use an alternative means of accessing 911.
- Failure by Customer to make subsequent address updates, including updates to restore service address to the original registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.
- If the Registered Service Location provided in conjunction with the user of nomadic Comcast Equipment is deemed to be in an area Comcast cannot support for 911 calls, Customer will be notified before the completion of the update call. In this case, Customer must use an alternative means of accessing 911.
- Customers should call Comcast at 1-800-391-3000 or 1-866-207-5515 (for Customers using nomadic functionality) if they have any questions or need to update a service address in the e911 system.

USE OF ENHANCED VOICE SERVICES AFTER EXECUTION OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E911 NOTICE FOR ENHANCED VOICE SERVICES

3 Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

4. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the installation is complete.

5 Notwithstanding the notice provision in the Enterprise Services General Terms and Conditions, all legal notices will be sent to the Primary Contact.

SERVICE LOCATION DETAIL					
Customer Information					
Location Name:	Aurora Election Commission	Business Phone:	630-897-4030		
Company Name:	Aurora Election Commission	Cell Phone:	630-897-4637		
Contact Name:	Linda Fechner	Fax Number:	630-897-4060		
Address1:	323 W GALENA BLVD	Email:	lfechner@aec-il.org		
Address2:		Site Type:	Standard		
City:	AURORA	Emergency 911 Information:	323 W GALENA BLVD		
State:	IL		Floor MAIN		
Zip:	60506		AURORA, IL 60506		
Billing Information					
Date Of Quote:	3/8/2017	Service Term:	36		
The terms set forth in this agreement are valid for 30 days from Date of Quote					
Billing Contact:	Linda Fechner	Zip:	60506		
Address1:	323 W GALENA BLVD	Phone:	630-897-4030		
Address2:		Fax:	630-897-4060		
City:	AURORA	Email:	lfechner@aec-il.org		
State:	IL				
Voice Selection					
Voice Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Unified Communication Seats	11	\$39.95	\$29.95	\$439.45	\$329.45
Equipment Selection					
Equipment Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Polycom SoundPoint VVX 310 HD	9	\$0.00	\$0.00	\$0.00	\$0.00
Polycom SoundPoint VVX 410 HD	2	\$5.95	\$0.00	\$11.90	\$0.00
Summary Of Charges					
Aggregate Monthly Recurring Charges					
Monthly Recurring Charges:				\$451.35	
Promotional Discount:				\$0.00	
Promotion Option:					
Promotion Description:					
Total Business VoiceEdge Monthly Recurring Charge*:					
*Applicable federal, state and local taxes & fees may apply, usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing					
Business VoiceEdge Standard Installation Fees					
Customer Training:				\$0.00	
Total Activation Charges:				\$329.45	
Site Installation Charges:				\$49.00	
Total Business VoiceEdge Standard Installation Fees:				\$378.45	

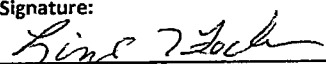
COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM BUSINESS VOICE EDGE SERVICES

listed above and/or to the Primary Contact identified on the SOA for each Service location as applicable

6 Modifications All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the terms and conditions of this Agreement

By signing below, Customer agrees and accepts to the terms and conditions of this Agreement, Enterprise Services General Terms & Conditions, and related policies can be found at <https://business.comcast.com/terms-conditions-ent/>

CUSTOMER USE ONLY		COMCAST USE ONLY (by Authorized representative)	
Signature: 	Signature:	Sales Rep: Nelson Ortiz	
Name: Linda M. Fechner	Name:	Sales Rep Email: Nelson_Ortiz2@cable.comcast.com	
Title: Executive Director	Title:	Region: Chicago Region	
Date: 9-22-2017	Date:	Division: Central Division	