



In-Place Finance Committee

Nick Graff – Chairman

James Carius Community Room

Wednesday, September 25, 2024

During County Board Meeting

I. Roll Call

II. New Business

F-24-28 A. Recommend to approve a contract with Heart Technologies for the fiber infrastructure project, and wireless internet at the Justice Center and McKenzie Building

F-24-29 B. Recommend to approve an amendment to the agreement with Heart Technologies for the telephone system

III. Recess

Members: Chairman Nick Graff, Max Schneider, Bill Atkins, Michael Deppert, Sam Goddard, Mike Harris, Randi Krehbiel, Greg Longfellow, Greg Menold, Dave Mingus, Nancy Proehl, Tammy Rich-Stimson, Eric Stahl

COMMITTEE REPORT

F-24-28

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to approve the selection of Heart Technologies for the fiber infrastructure project, and wireless internet projects at the Justice Center and McKenzie Building; and

WHEREAS, Tazewell County has a fully managed IT services agreement with Heart Technologies; and

WHEREAS, subsequent to the November 2023 cyber attack, Heart Technologies has been systematically reviewing the technology infrastructure used in the County's facilities and making recommendations for updates; and

WHEREAS, as part of that process, Heart Technologies has completed reviewing the equipment and fiber used in the downtown Pekin campus and recommends the upgrades provided in the attached quotes; and

WHEREAS, these projects will update the switches within the buildings, the fiber connecting the equipment within the buildings, and the wi-fi access points in the McKenzie building and Justice Center; and

WHEREAS, the \$ 171,718.02 for the three projects is available in the IT department's General Fund budget; and

WHEREAS, this purchase is not conducive to competitive bidding based on the following:

1. The existing contractual relationship tasking Heart Technologies with maintaining the security and integrity of the County's IT environment; and
2. preparing a proposal requires detailed knowledge of Tazewell County's IT environment, which takes significant time to evaluate, and the release of the information would jeopardize the security of the system, making it exempt from disclosure under Section 7(1)(o) of the Freedom of Information Act, and

WHEREAS, remaining technology infrastructure projects include providing a recommendation on upgrading the fiber connections between buildings and upgrading technology infrastructure at the Tremont campus.

THEREFORE BE IT RESOLVED that the County Board approves the recommendation and authorizes the County Board Chairman to sign the agreements with Heart Technologies in the amount of \$ 171,718.02.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Finance Office, Treasurer, and Auditor of this action.

PASSED THIS 25TH DAY OF SEPTEMBER, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



We have prepared a quote for:

Tazewell County Government

Fiber Infrastructure Project

Quote # ME012195EP Version 1

Prepared by:

Matt Eppel

Engineered by:

Tim Perry

Products

Description	Qty
Ruckus ICX 8200 48-Port PoE Switch - 32x10/100/1000 Mbps PoE+ ports - 16x100/1000/2500 Mbps RJ-45 PoE++ ports - 4x25 GbE SFP28 stacking/uplink-ports - (800 W PoE budget)	17
Ruckus ICX 8200 24-Port Switch - 24x100/1000/2500 Mbps PoE++ ports - 4x25 GbE SFP28 stacking/uplink-ports (740 W PoE budget)	2
Ruckus Power Cord - USA, NEMA5-15/C13	19
Ruckus One Essentials 3-Yr Subscription for 1 network device (AP or Switch)	19
Ruckus 25GE SFP28 DAC, 3M	6
Ruckus 25GE SFP28 DAC, 1M	10
Ruckus 10GBASE-LR SFP+ optic - LC Connector - SMF	8
Ruckus 10GBASE-SR SFP+ optic - LC Connector - MMF	8
Ruckus 1000Base-LX SFP optic - LC Connector - SMF	6
Tripp Lite Fiber Patch Cable / 2m / OM4 LC-LC	10
Tripp Lite Fiber Patch Cable / 2m / SM LC-LC	10
Tripp Lite Category 6 Slim Patch Cable - 3 ft. - Blue	200
Tripp Lite Category 6 Slim Patch Cable - 5 ft. - Blue	150
Tripp Lite Category 6 Slim Patch Cable - 7 ft. - Blue	50

Fiber Infrastructure

Description	Qty
6F, SM, Indoor Armored Plenum Rated Fiber	375
6F, SM, Indoor Armored Plenum Rated Fiber	175
6F, SM, Indoor Armored Plenum Rated Fiber	125
1U Sliding Fiber Shelf	4
TeraSpeed 12F LC Adapter Panel Blue	6
Fiber Shelf Blank Filler Panel	6

Fiber Infrastructure

Description	Qty
Fusion Splice Connector SM-LC	36
18U Wall Mount Swing Rack, 32" deep	1
LC/LC-SM-2m patch cables	6
2" Floor CORE	3
Pulling Mule Tape	1
Misc Install Materials	1
Fiber Install Labor	1
Splice/Test Labor	1



Fiber Infrastructure Project

Prepared by:

Heart East Peoria

Matt Eppel
(309) 427-7267
meppel@heart.net
3105 N Main St.
East Peoria, IL 61611

Prepared for:

Tazewell County Government

Mike Deluhery
(309) 478-5704
MDeluhery@tazewell-il.gov
101 S. Capitol
Pekin, IL 61554

Quote Information:

Quote #: ME012195EP

Version: 1
Delivery Date: 09/18/2024
Expiration Date: 10/18/2024

Quote Summary

Description
Fiber Infrastructure Project

Total: \$131,339.43

Payment Schedule

Description	Payments	Interval	Amount
Purchase Price: 50/30/20			
50% Due on Signing	1	One-Time	\$65,669.72
30% on Receipt of Materials	1	One-Time	\$39,401.83
20% on Completion	1	One-Time	\$26,267.89

Payment Due at Signing

Description	Amount
Purchase Price: 50/30/20: 50% Due on Signing	
Total of 50% Due on Signing Payment	\$65,669.72

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Heart East Peoria

Tazewell County Government

Signature: _____

Signature: _____

Name: _____

Name: Mike Deluhery

Title: _____

Title: _____

Date: _____

Date: _____

Statement of Work

Customer Responsibility

This job will not be taxable. Customer shall provide tax-exempt certificate.

Provide adequate space for equipment in an environment suitable for the required equipment

Provide open access to all wiring closets, panels and work areas.

Provide 110v power as needed to support this installation.

Heart Technologies, Inc., Responsibility

Labor is included to configure, install, and test the equipment itemized in this proposal.

Installation and configuration shall be coordinated with the customer to minimize downtime and will be performed during normal business hours, M-F 8:00 AM - 4:30 PM (Excluding Holidays).

Material Escalation Clause: If, during the performance of this contract, the price of materials increases significantly, through no fault of Heart Technologies, the price of quoted material shall be adjusted accordingly. Where the delivery of the quoted material or product is delayed by either manufacture or distribution supplier, through no fault of Heart Technologies, as a result of the shortage or unavailability of specific products or materials , Heart Technologies shall not be liable for any additional costs or damages associated with such delay(s).

ALL MATERIAL PRICING INCLUDED IN THIS PROPOSAL IS ONLY VALID FOR 30 DAYS.

Customer has reviewed and acknowledged statement of work. _____

Standard Terms and Conditions

1. This proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agent, and if written plans and specifications are furnished by Customer, and HEART Technologies, Inc., (from here on referred to as HEART Technologies, Inc.) interpretation of them. HEART Technologies, Inc. assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor or materials not specifically mentioned herein. Any additional work not covered herein shall be billed as time and material.
2. Terms and amount of payment shall be those specified herein. If not specified in the proposal, payment shall be 50% down at contract signing, 30% upon receipt of materials, and the remaining 20% due upon completion of this contract where the work is completed within the same month as the billing period. Where work continues beyond a period of 30 days, or is delayed for reasons beyond the control of HEART Technologies, Inc., monthly progress payments shall be paid in an amount equal to the labor and material on a percentage of completion basis of the job covered by this contract. Payment shall be made to HEART Technologies, Inc. by the 10th of the month following the date of any billing. HEART Technologies, Inc. shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract. In the event suit is filed by HEART Technologies, Inc. to collect any Moneys due hereunder or to enforce any other provisions of the contract, the Customer agrees to pay all cost, and the attorney's fees incurred. Past Due balances shall be charged finance charges at a rate of 1.5% per month. Customer agrees to pay these charges, if for any reason payments are not received by due date.
3. Alterations or additional work ordered by Customer or his agent shall constitute an addition to this proposal, and shall be charged for on a time and material basis in accordance with the current prices shown in a locally recognized trade pricing standard, in effect at time of billing. If any additions to the contract are ordered, the amount to be paid for the same shall be determined by the Customer and HEART Technologies, Inc. at the time that they are ordered, and if they do not agree upon an amount to be paid, then the Customer shall pay a reasonable price therefor. If the change requested by the Customer shall reduce the amount of labor or material, or both, that HEART Technologies, Inc. shall furnish to the project, then the Customer and HEART Technologies, Inc. shall agree at the time that the change is requested on the amount of credit that shall be given by HEART Technologies, Inc. to the Customer, and if they do not agree upon an amount of credit then the reasonable value of the labor and material shall be credited to the Customer. HEART Technologies, Inc. shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such additions or changes. However, if such written orders are not received this shall not affect the right of HEART Technologies, Inc. to receive payment as outlined above for said labor and materials so furnished. Payments for additions or changes shall be made under the same terms and conditions as are embodied in the original proposal and contract.
4. All prices quoted herein are firm upon acceptance of this proposal, and are subject to correction prior to acceptance. All written proposals are conditioned upon acceptance within time limit specified on the face of this proposal. Verbal quotations are subject to immediate acceptance and terminate the day they are made.
5. It is a condition of this proposal that all materials or devices which are supplied by HEART Technologies, Inc. for installation will be of a type that is approved for the purpose. It is further stipulated that the Customer will assume the same responsibility for any material or equipment not furnished by HEART Technologies, Inc..
6. This proposal including any plans, specifications, drawings or engineering data are furnished by HEART Technologies, Inc. to Customer in trust for determining the scope of the work to be performed and shall remain the property of HEART Technologies, Inc.. They shall be immediately returned to HEART Technologies, Inc. in the event it is not awarded the contract to perform such work. If such plans, specifications or other data are used for the purpose of obtaining other bids or in connection with the installation, the Customer shall pay HEART Technologies, Inc. for all expense in preparing such plans or other data on an engineering fee basis.
7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.
8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied, with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc. The owner, buyer and Customer hereby waive any and all claims for damage to said realty or buildings caused by the removal of said materials or any part thereof.
9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.
13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.
15. This agreement, and any issues arising in connection with it, shall be governed by, and construed in accordance with, the laws of the State of Illinois.
16. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals and all previous negotiations and agreements, representations and warranties, written or oral.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

It is the policy of HEART Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.



We have prepared a quote for:

Tazewell County Government

Wireless - Justice Center

Quote # ME012236EP Version 1

Prepared by:

Matt Eppel

Engineered by:

Tim Perry

Products

Description	Qty
Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point	9
Ruckus Multipurpose Mounting Bracket for R-Series indoor AP	9
Ruckus One Essentials 3-Yr Subscription for 1 network device (AP or Switch)	9
LVS Labor to Hang Brackets and Access Points	9

AP Cabling

Description	Qty
Cat6 Cable Plenum Green	2.25
Cat6 Jack Green	18
1 port SMB, White	9
24 port unloaded patch panel	2
2" J-Hook Cable Support	50
Cable Install Labor	1
Misc Install Materials	1



Wireless - Justice Center

Prepared by:

Heart East Peoria

Matt Eppel
(309) 427-7267
meppel@heart.net
3105 N Main St.
East Peoria, IL 61611

Prepared for:

Tazewell County Government

Mike Deluhery
(309) 478-5704
MDeluhery@tazewell-il.gov
101 S. Capitol
Pekin, IL 61554

Quote Information:

Quote #: ME012236EP

Version: 1
Delivery Date: 09/18/2024
Expiration Date: 10/31/2024

Quote Summary

Description
Wireless - Justice Center

Total: **\$15,214.15**

Payment Schedule

Description	Payments	Interval	Amount
Purchase Price: 50/30/20			
50% Due on Signing	1	One-Time	\$7,607.08
30% on Receipt of Materials	1	One-Time	\$4,564.25
20% on Completion	1	One-Time	\$3,042.83

Payment Due at Signing

Description	Amount
Purchase Price: 50/30/20: 50% Due on Signing	
Total of 50% Due on Signing Payment	\$7,607.08

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Heart East Peoria

Tazewell County Government

Signature: _____

Signature: _____

Name: _____

Name: Mike Deluhery

Title: _____

Title: _____

Date: _____

Date: _____

Statement of Work

Customer Responsibility

This job will not be taxable. Customer shall provide tax-exempt certificate.

Provide open access to all wiring closets, panels and work areas.

Provide 110v and/or PoE power as needed to support this installation.

Heart Technologies, Inc., Responsibility

Labor is included to configure, install, and test the equipment itemized in this proposal.

Installation and configuration shall be coordinated with the customer to minimize downtime and will be performed during normal business hours, M-F 8:00 AM - 4:30 PM (Excluding Holidays).

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7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.
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9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.
13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.
15. This agreement, and any issues arising in connection with it, shall be governed by, and construed in accordance with, the laws of the State of Illinois.
16. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals and all previous negotiations and agreements, representations and warranties, written or oral.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

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We have prepared a quote for:

Tazewell County Government

Wireless - McKenzie Building

Quote # ME012212EP Version 1

Prepared by:

Matt Eppel

Engineered by:

Tim Perry

Products

Description	Qty
Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point	22
Ruckus Multipurpose Mounting Bracket for R-Series indoor AP	22
Ruckus One Essentials 3-Yr Subscription for 1 network device (AP or Switch)	22
LVS Labor to Hang Brackets and Access Points	22

AP Cabling

Description	Qty
Cat6 Cable Plenum Green	2
Cat6 Jack Green	16
1 port SMB, White	8
24 port unloaded patch panel	3
2" J-Hook Cable Support	50
Cable Install Labor	1
Misc Install Materials	1



Wireless - McKenzie Building

Prepared by:

Heart East Peoria

Matt Eppel
(309) 427-7267
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3105 N Main St.
East Peoria, IL 61611

Prepared for:

Tazewell County Government

Mike Deluhery
(309) 478-5704
MDeluhery@tazewell-il.gov
101 S. Capitol
Pekin, IL 61554

Quote Information:

Quote #: ME012212EP

Version: 1
Delivery Date: 09/18/2024
Expiration Date: 10/31/2024

Quote Summary

Description
Wireless - McKenzie Building

Total: **\$25,164.44**

Payment Schedule

Description	Payments	Interval	Amount
Purchase Price: 50/30/20			
50% Due on Signing	1	One-Time	\$12,582.22
30% on Receipt of Materials	1	One-Time	\$7,549.33
20% on Completion	1	One-Time	\$5,032.89

Payment Due at Signing

Description	Amount
Purchase Price: 50/30/20: 50% Due on Signing	
Total of 50% Due on Signing Payment	\$12,582.22

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Heart East Peoria

Tazewell County Government

Signature: _____

Signature: _____

Name: _____

Name: Mike Deluhery

Title: _____

Title: _____

Date: _____

Date: _____

Statement of Work

Customer Responsibility

Provide adequate space for equipment in an environment suitable for the required equipment

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5. It is a condition of this proposal that all materials or devices which are supplied by HEART Technologies, Inc. for installation will be of a type that is approved for the purpose. It is further stipulated that the Customer will assume the same responsibility for any material or equipment not furnished by HEART Technologies, Inc..
6. This proposal including any plans, specifications, drawings or engineering data are furnished by HEART Technologies, Inc. to Customer in trust for determining the scope of the work to be performed and shall remain the property of HEART Technologies, Inc.. They shall be immediately returned to HEART Technologies, Inc. in the event it is not awarded the contract to perform such work. If such plans, specifications or other data are used for the purpose of obtaining other bids or in connection with the installation, the Customer shall pay HEART Technologies, Inc. for all expense in preparing such plans or other data on an engineering fee basis.
7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.
8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied, with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc. The owner, buyer and Customer hereby waive any and all claims for damage to said realty or buildings caused by the removal of said materials or any part thereof.
9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.
13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.
15. This agreement, and any issues arising in connection with it, shall be governed by, and construed in accordance with, the laws of the State of Illinois.
16. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals and all previous negotiations and agreements, representations and warranties, written or oral.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

It is the policy of HEART Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to approve an amendment to the agreement with Heart Technologies for the telephone system to include the Broadway Building; and

WHEREAS, the County Board passed Resolution F-24-11 entering into a telephone system agreement with Heart Technologies at the cost of \$7,383.16 per month; and

WHEREAS, opening the Broadway Building requires additional phone equipment and services, and

WHEREAS, the attached amendment adds the necessary phones and equipment at the Broadway Building for the cost of \$652.97 per month for a total cost of \$8,036.13.

THEREFORE BE IT RESOLVED that the County Board approves an amendment to the agreement with Heart Technologies and authorizes the County Board Chairman to sign the agreement with these terms.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Finance Office, and the Auditor of this action.

PASSED THIS 25th DAY OF SEPTEMBER, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

ADD-ON



Technologies, Inc.

MASTER AGREEMENT NO.: 1927389-000

APPLICATION NO.: 2011436

CONTRACT/ADD-ON NO.: 1927389-001

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Tazewell, County Of

ADDRESS: 11 S 4th St Pekin, IL 61554-4253

MASTER AGREEMENT

REFERS TO THE AGREEMENT BETWEEN YOU AND US IDENTIFIED IN OUR RECORDS BY THE MASTER AGREEMENT NO. ABOVE.

DESCRIPTION OF EQUIPMENT INSTALLED

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES [X] SEE ATTACHED SCHEDULE

Empty lines for equipment description.

EQUIPMENT LOCATION: As Stated Above

PAYMENT UNDER THIS ADD-ON ONLY

TOTAL MONTHLY PAYMENT AMOUNT*: \$652.97 (*PLUS TAX)

AS DESCRIBED IN THE MASTER AGREEMENT, THE INITIAL SERVICE PAYMENT UNDER THIS ADD-ON IS 42.80% OF THE MONTHLY PAYMENT AMOUNT.

TERM (CHECK ONE TERM OPTION)

- Term options: [] TERM: THE END OF THE TERM OF THIS ADD-ON IS THE END OF TERM OF THE MASTER AGREEMENT (COTERMINOUS) [X] TERM IN MONTHS: 60 (APPLIES TO THIS ADD-ON ONLY)

AGREEMENT

This Add-On, together with the preprinted terms in the Master Agreement (as amended), constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. You agree to be bound by the terms of this Add-On (which includes the preprinted terms in the Master Agreement (as amended)) and agree that this Add-On shall commence on the date of our acceptance. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Add-On, and (ii) our original manual signature. If any provision in this Add-On conflicts with a provision in the Master Agreement, the provision in this Add-On shall control.

OWNER ("WE", "US", "OUR") CUSTOMER'S AUTHORIZED SIGNATURE

ONCE YOU SIGN THIS ADD-ON AND WE ACCEPT IT, THIS ADD-ON WILL BE NON-CANCELABLE FOR THE FULL TERM.

Heart Technologies, Inc

CUSTOMER: (As Stated Above)

SIGNATURE: DATE: SIGNATURE: [X] DATE: PRINT NAME & TITLE: PRINT NAME & TITLE:



DESCRIPTION OF EQUIPMENT

TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES	SERIAL NO.
1 - SMB Controller 8/38G	
1 - System Module 2 DSPX	
1 - PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	
1 - MiVBus Enterprise SW for 3300 (no users)	
28 - UCCv4.0 Entry User for MiVoice Bus x1	
4 - MiVoice Business License-SINGLE LINE EXT	
28 - 6930w IP Phone	
1 - TA7104 Universal (w/o AC cord)	
1 - 12VDC 1.5A PSU Univ FRU - TA7102/04	
1 - SWA Adv 5y MiVBus System	
28 - SWA Adv 5y UCC Entry MiVB	
4 - SWA Adv 5y MiVBus Analog Port	

VERIFICATION

The undersigned acknowledges having received a copy of this Schedule. A copy of this document containing your original or facsimile signature, or other indication of your intent to agree to the terms set forth herein, shall be enforceable for all purposes.

Tazewell, County Of

X

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

NON-APPROPRIATION ADDENDUM

This is an addendum (“Addendum”) to and part of that certain agreement between Heart Technologies, Inc (“we”, “us”, “our”) and Tazewell, County Of (“Governmental Entity”, “you”, “your”), which agreement is identified in our records as agreement number 2011436 (“Agreement”). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY’S AUTHORIZED SIGNATURE			
(As Stated Above)	X		
	SIGNATURE	PRINT NAME & TITLE	DATE
OUR SIGNATURE			
Heart Technologies, Inc			
	SIGNATURE	PRINT NAME & TITLE	DATE