



EQUIPMENT PURCHASE AGREEMENT  
PUBLIC SAFETY BUILDING

THIS AGREEMENT, entered into on Jan. 28 2015, by and between Midwest Communications Group, Inc. dba Digital Communications MCG, an Illinois Corporation, with its principal place of business located at 244 Eastgate Drive Danville, IL 61834 (SELLER), and Vermilion County Illinois, whose principal address is 6 North Vermilion St., Danville, Illinois 61832 (BUYER). The equipment described below is to be installed at the Public Safety Building located at 2 East South St., Danville, Illinois 61832.

WITNESSETH

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer certain telephone system equipment, plus installation and technical support;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SYSTEM EQUIPMENT DESCRIPTION: Seller agrees to sell and Buyer agrees to Buy the telephone system equipment, plus installation and technical support as specified on attached Schedule A attached hereto.

2. PURCHASE PRICE: Subject to the terms of paragraph four (3 )below, the total purchase price to be paid by Buyer to Seller for the equipment, installation and technical support as described in paragraph 2 shall be \$24,879.72, if paid in cash or 60 monthly installments (2 advance payments) of \$511.78 (plus \$1) if purchased under the lease/purchase arrangement.

3. PAYMENT: Buyer shall pay to Seller the purchase price as follows: 50% of the purchase price (\$12,448.86) to be paid upon signing of this agreement. Remaining 50% of the purchase price (\$12,448.86) will be paid within 10 days following the cutover of the new systems and subsequent use of the equipment by the Buyer. Alternatively, the Buyer can enter into the attached lease/purchase arrangement with payments of \$511.78 beginning with two advance payments at time of sale, and then monthly thereafter starting the first month the equipment is generally in use by the Buyer. Regardless the method of purchase, Seller assumes all responsibility for the correct equipment, installation, and any subsequent repair necessary to facilitate the proper execution of this agreement. Repair costs, not covered under warranty or maintenance agreements, as well as charges for maintenance agreements shall be paid by Buyer to Seller regardless of the method of payment chosen for the main agreement.

4. INSTALLATION: Buyer shall provide the buildings needed to house the system equipment, complete with the electrical wiring necessary for installation of the system equipment.

5. TRAINING AND OPERATIONAL INSTRUCTION: Seller shall provide Buyer with instructional documentation provided by the manufacturer of the system equipment or other documents created by the Seller (e.g.: user guides, etc.) so that the Buyer may operate and enjoy the features described in the

attached schedule A. In addition, Seller will train a reasonable number of Buyer's personnel in the operation of the system equipment as described in Schedule A.

6. WARRANTY: All manufacturers warranties supplied to Seller by the manufacturers of the equipment described in Schedule A will be passed through to Buyer. Each item of equipment to be supplied will be in conformance to the individual specifications set forth on Schedule A, attached hereto. The equipment will be free from defects in design, material, and workmanship and will be fit for the use reasonably intended. In addition to the manufacturers warranties, a first year labor warranty provided by seller on items installed under Schedule A will also be provided.

7. REPRESENTATIONS, WARRANTIES AND LIABILITIES: Seller warrants that the equipment listed on Schedule A will meet or exceed the performance criteria listed in Schedule A, so long as:

- a. The equipment has not been damaged or in any way altered by Buyer;
- b. The equipment has not been damaged or in any way altered as a result of an ACT of GOD such as, but not limited to, lighting damage or flood damage.

Seller shall be responsible for, indemnify and hold harmless Buyer, its employees, agents, guests, invitees, and tenants from any and all claims, damages, fees, expenses, and costs for personal injury and property damage caused by or resulting from Seller's performance hereunder, or from the actions or conduct of Seller, its employees, agents and representatives provided however, that Seller shall not be liable for special or consequential damages.

Buyer shall be responsible for, indemnify and hold harmless Seller, its employees, agents, guests, invitees, and tenants for any and all claims, damages, fees, expenses, and costs for personal injury and property damage caused by or resulting from Buyer's performance hereunder, or from the actions or conduct of Buyer, its employees, agents and representatives; provided however, that Buyer shall not be liable for special or consequential damages.

Each party represents and warrants to the other that:

- a. It has or will have the requisite power, authority, licenses and permits to execute and perform under this Agreement;
- b. The execution and performance of this Agreement have been duly authorized by, and are in accordance with the legal purposes of, each party,
- c. The execution and performance of this Agreement will not result in any breach or violation of, or constitute a default under an agreement, instrument, or document to which either party may be a party.

8. ARBITRATION: If the parties are unable to resolve a dispute hereunder, either party may serve upon the other a demand that the matter be arbitrated, in which case the dispute shall be resolved by arbitration conducted by three arbitrators in accordance with the commercial arbitration

rules of the American Arbitration Association. The decision of the arbitrators on any issue shall be final.

9. CHANGES: Buyer, without invalidating this Agreement, may order changes in the type or quantity of equipment to be supplied by Seller hereunder, within the general scope of the Agreement; provided that any such change shall entitle Seller to an equitable adjustment in purchase price and/or the time allowed Seller for performance. No such change in the scope of supply shall be performed by Seller until so ordered, in writing, by Buyer.

10. STATE LAW: It is the intention of the parties that this Agreement and its performance hereunder shall be governed by and construed in accordance with the laws of the State of Illinois and that, in any action, special proceeding or other proceeding that may be brought, arising out of, in connection with, or by reason of this Agreement, the laws of the State of Illinois shall be applicable and shall be given to the exclusion of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted. Legal actions regarding this Agreement may be brought only in the State of Illinois.

11. NO WAIVER: No provision of this Agreement may be waived except by agreement in writing, signed by the waiving party. A waiver of any term or provision of this Agreement shall not be construed as a waiver of any other term or provision.

12. BINDING EFFECT: This Agreement shall be binding upon the parties, their heirs, legal representatives, successors and assigns.

13. AMENDMENT: This Agreement may be amended, altered or revoked at any time, in whole or in part, by filing with this Agreement a written instrument setting forth such changes, signed by both Buyer and Seller.

14. NOTICES: All notices required to be given by this Agreement shall be in writing by either personal delivery to the party requiring notice, with a written receipt, or by mailing such notice to the last known address of the party requiring notice by certified mail, return receipt requested. The effective date of such notice shall be the date of receipt of such notice. The current addresses of the parties are as follows:

SELLER: Midwest Communications Group, Inc. dba Digital Communications MCG  
244 Eastgate Drive  
Danville, IL 61834  
Att: Stan Mercer, President

BUYER: Vermilion County Illinois  
6 North Vermilion St.  
Danville, IL 61832  
Att: Michael Marron, County Chairman

15. ASSIGNMENT: Neither party to this Agreement shall assign its rights and obligations under this Agreement; except by merger or operation of law, without prior written consent of the other party, which consent shall not be unreasonably withheld.

16. WHOLE AGREEMENT: This agreement is intended to represent the entire agreement between the parties hereto. Any oral agreements or representations entered into or made prior to the execution of this Agreement are considered merged hereunto and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Midwest Communications Group, Inc.  
Dba Digital Communications MCG (SELLER) Vermilion County Illinois (BUYER)

By: /s/ Stan Mercer, Pres.  
Stan Mercer, President

By: /s/ Michael T. Marron  
Michael Marron, County Chair