

OCT 18 2010

J. Ronald Colyer
City Clerk

ORDINANCE NO. 2816

**AN ORDINANCE TO AUTHORIZE AN AGREEMENT BETWEEN
THE CITY OF COLUMBIA, ILLINOIS AND GLOBAL CONNECT,
LLC OF MAYS LANDING, NEW JERSEY, FOR THE CITY OF
COLUMBIA, ILLINOIS TO UTILIZE GLOBAL CONNECT'S
EMERGENCY NOTIFICATION SYSTEM**

WHEREAS, the City Council of the City of Columbia, Illinois ("City") has found and determined and does hereby declare that it is in the City's best interests and appropriate to enter into an agreement with a firm having a system that allows the City to provide emergency and non-emergency notification messages to its residents, schools and businesses;

WHEREAS, the City Council of the City has chosen Global Connect, LLC of Mays Landing, New Jersey ("Global Connect, LLC"), as the appropriate company to enable the City to provide such message notification services; and

WHEREAS, it is necessary and appropriate that this Ordinance be enacted for the purpose of authorizing the agreement with Global Connect, LLC to enable the City to provide such message notification services.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois does hereby authorize and direct the City Administrator to execute and deliver the Global Connect User Agreement, in the form attached hereto, which Global Connect User Agreement is hereby approved as to form, in as many counterparts as said City Administrator shall determine, which Global Connect User Agreement will allow the City to use the Global Connect Emergency Notification System to provide emergency and non-emergency notification messages to its residents, schools and businesses.

Section 3. This ordinance shall be in full force and effect from and after its passage, as provided by law.

Alderman Niemietz moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Row, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Row, Hejna, Oberfell, Stumpf and Roessler.

NAYS: None.

ABSENT: None.

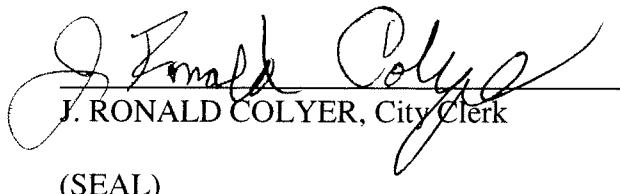
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 18th day of October, 2010.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2816, entitled:

**“AN ORDINANCE TO AUTHORIZE AN AGREEMENT
BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND
GLOBAL CONNECT, LLC OF MAYS LANDING, NEW
JERSEY, FOR THE CITY OF COLUMBIA, ILLINOIS TO
UTILIZE GLOBAL CONNECT’S EMERGENCY
NOTIFICATION SYSTEM”**

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois City Council held on the 18th day of October, 2010.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 18th day of October, 2010.



J. Ronald Colyer

(SEAL)



GLOBAL CONNECT USER AGREEMENT

Global Connect
5218 Atlantic Avenue
Suite 202
Mays Landing, New Jersey 08330-2003

Phone: 609-625-7951
Toll Free: 888-421-4151
Fax: 609-625-4399

Contract #: _____

COMPANY and CONTACT INFORMATION

Columbia, IL		Albert Hudzik		
Company Name	Contact Person			
208 S. Rapp Ave.	Columbia	IL	62236	
Street Address	City	State	Zip	
618-281-7144	618-281-2980	alhudzik@columbiaillinois.com		
Contact Phone Number	Contact Fax Number	Contact's Email Address		

USER NAME and PASSWORD INFORMATION

8667975100	Password:	Must Be 10 Digits - No Spaces	Name of Person Trained
User Name:			
Phone Number	Fax Number	Email Address	
Kelly Quinn	888-421-4151 x260	609-432-1938	
Global Connect Contact Person (Trainer)	Phone Number	Cell Phone Number	

BILLING INFORMATION

Billing Address Same As Above

Street Address	City	State	Zip
Contact Person Accounts Payable	Phone Number	Fax Number	
<input checked="" type="checkbox"/> Bill By Invoice	<input type="checkbox"/> Credit Card	Credit Card Number	Expiration Date
Name On Credit Card - Please Print		Type: <input type="checkbox"/> VISA <input type="checkbox"/> MC <input type="checkbox"/> AE <input type="checkbox"/> OTHER _____	

TERMS AND CONDITIONS

1. The chargeable annual rate is \$.65 cents per location (businesses and households) and \$1.00 for each employee/volunteer. This provides Columbia, IL with unlimited municipal calls to their database of households / businesses and unlimited calls and emails to their employees / volunteers using Global Connect's Emergency Notification System. Total charges will be prorated based on the 12 month period ending December 31st. In the event of renewal, charges will be based on the number of locations, employee/volunteer and self-registered cell phone numbers or emails as of the renewal date. The attached user agreement will automatically be renewed yearly, on January 1st unless terminated by either party as contained herein.
2. Global Connect reserves the right to dissolve this agreement and eliminate associated passwords including customer accounts in the event of a breach of contract, which breach remains uncured for thirty (30) days following written notice to Columbia, IL. Global Connect will protect Columbia, IL's annual rate for a period of 3 years. In the event of renewal after this timeframe, Global Connect will provide Columbia, IL written notice of any increases or decreases to the annual rate at least (60) days prior to the renewal rate.
3. Information provided by Columbia, IL including but not limited to phone lists and data files will remain the exclusive property of Columbia, IL. Global Connect agrees not to rent, sell, loan or provide this information to any person or company without written permission by Columbia, IL.
4. In no event shall Global Connect be liable for any incidental, special, consequential or punitive damages including loss of use, profits, revenue or goodwill. The total liability of Global Connect shall be limited to the amount of payment for product or services received from Columbia, IL during the calendar month such liability arose. Global Connect shall not be liable for any failure of performance due to causes or circumstances beyond Global Connect's control. Nor shall Global Connect be liable for any act or omission of any other person or company furnishing any portion of a product or service. All calls will be delivered in the fastest amount of time, based on the local exchange carrier's available bandwidth.
5. Columbia, IL will indemnify, save harmless and defend Global Connect from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and / or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment, materials or services supplied under this contract or by the performance of any work under this contract, including all suits or actions of every kind or description brought against Global Connect, either individually or jointly with for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of, its elected and appointed officials, its employees, agents, volunteers and others working of behalf of Columbia, IL or others under the Global Connect contract. This indemnification and hold harmless agreement shall apply in all instances whether Global Connect as well as it's agents and employees is made a direct party to the initial action or claim or subsequently is made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.
6. Global Connect shall indemnify, save harmless and defend Columbia, IL, it's elected and appointed officials, its employees, agents, volunteers and others working of behalf of Columbia, IL, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/ or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment, materials or services supplied under this contract or by the performance of any work under this contract, including all suits or actions of every kind or description brought against Columbia, IL, either individually or jointly with for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with

this contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of Global Connect, its employees, subcontractors or agents or others under the Global Connect contract. This indemnification and hold harmless agreement shall apply in all instances whether Columbia, IL as well as its agents and employees is made a direct party to the initial action or claim or subsequently is made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

7. This agreement is subject to and shall be interpreted in accordance with the laws of the state of Illinois and any litigation arising out of this agreement shall be conducted in the 20th Judicial Circuit Court of Illinois.
8. This agreement supersedes all prior agreements, representations and understandings of the parties. Global Connect agrees that Columbia, IL without cause and or prior notice may terminate this agreement at anytime.

Government regulation prohibits sending messages before 8 AM or after 9 PM. Federal and State Regulatory Agencies prohibit the use of this product for calling persons or contacting persons with whom you do not have an ongoing or prior business relationship. If your message contains a promotion or information about your product or service, you cannot hang up on live answers under federal law. **This does not apply to business-to-business calls, political calls, emergency calls, and calls made for non-profit organizations.**

I agree to the terms and conditions including governmental rules and regulations contained herein.

By: _____

Signature: _____

Accepted By: Global Connect, LLC

On This Date: / /
 Month Day Year

By **Beth Farino**
Please Print

Signature:

By Colleen Bresnahan
Please Print

Signature: _____