

VILLAGE OF DOWNERS GROVE
Report for the Village
8/6/2019

SUBJECT:	SUBMITTED BY:
Call One Telecommunications Agreement	Dave Kenny Director, Information Technology

SYNOPSIS

A resolution has been prepared approving a telecommunication contract with Call One for a period of one year in the amount of \$135,000.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Steward of Financial, Environmental and Neighborhood Sustainability*.

FISCAL IMPACT

The FY19 Budget includes a total of \$143,800 for this contract; \$97,000 in the General Fund, \$42,600 in the Water Fund and \$4,200 in the Parking Fund.

RECOMMENDATION

Approval on the August 6, 2019 Consent Agenda.

BACKGROUND

Call One is a reseller of AT&T services that provides municipalities discounts through a purchasing contract with the Suburban Purchasing Cooperative (SPC). Call One provides services to over 90 municipalities. The Village uses Call One for telephone and other telecommunications services that are not part of its Voice over Internet Protocol (VoIP) system. Examples include its backup telephone lines in Village Hall and for the Emergency Operating Center (EOC), alarm lines and other data lines.

Call One has provided service to the Village since August 2007 through the Suburban Cooperative, a joint purchasing program available to municipalities and other government agencies. They purchase AT&T services in bulk, and receive better pricing from AT&T than governments could get by dealing directly with AT&T

ATTACHMENTS

Resolution
Agreement

RESOLUTION NO. ____**A RESOLUTION AUTHORIZING EXECUTION OF A RENEWAL TO THE CUSTOMER
SERVICE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND CALL ONE, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Customer Service Agreement (the "Agreement"), between the Village of Downers Grove ("Customer") and Call One, Inc. ("Call One"), for telecommunication services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Contract.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk



Renewal

Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

CustomerVillage of Downers Grove

Address801 Burlington Ave.

CityDowners GroveSTILZIP60515

Please check box to determine term and discount

- ☒ 1 Year
- ☐ 2 Year
- ☐ 3 Year

Additional Charges: All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement. Prices subject to change. Carrier Access - WAIVED.

Service/Additional Terms:
Renewal of existing services.

Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City, State	BTN
5101 MAIN; des silver trfc box	DOWNERS GROVE, IL	630-241-3945
945 CURTISS; Flr 1	DOWNERS GROVE, IL	630-434-0613
945 CURTISS; Unit ELEVTR-W	DOWNERS GROVE, IL	630-434-0682
842 CURTISS; Flr 1	DOWNERS GROVE, IL	630-434-1959
801 BURLINGTON AV; Flr 1	DOWNERS GROVE, IL	630-434-5521
801 BURLINGTON AVE	DOWNERS GROVE, IL	630-434-5709
825 BURLINGTON AV; Flr 1	DOWNERS GROVE, IL	630-434-6899
5101 WALNUT AV; Flr 1	DOWNERS GROVE, IL	630-493-9639

Authorized customer signature

Date

CallOne authorized signature

Print name

Title

Print name

Date

Billing Telephone Numbers (BTN) (continued):

2103 75TH; Flr 1; des wellhse	DARIEN, IL	630-663-1346
1202 75TH	DOWNERS GROVE, IL	630-769-1095
2304 MAPLE AV; Flr 1; des wellhse	DOWNERS GROVE, IL	630-769-1096
1037 SUMMIT; Flr 1; des well house	DOWNERS GROVE, IL	630-769-1098
3501 FINLEY RD; Flr 1; des well house	DOWNERS GROVE, IL	630-769-1099
5128 FAIRVIEW AV; Flr 1	DOWNERS GROVE, IL	630-810-9280
6701 MAIN; Flr 1	DOWNERS GROVE, IL	630-963-0262
5420 MAIN; Flr 1	DOWNERS GROVE, IL	630-963-1478
6486 WOODWARD AV; Unit RLC	DOWNERS GROVE, IL	630-963-3870
825 BURLINGTON AV; Flr 1	DOWNERS GROVE, IL	630-963-9246
825 BURLINGTON AV; Flr 1	DOWNERS GROVE, IL	630-963-9257
801 BURLINGTON AVE; Floor 1	DOWNERS GROVE, IL	630-964-1049
801 BURLINGTON AVE; Floor 1	DOWNERS GROVE, IL	630-964-2439
825 BURLINGTON AV; Flr 1	DOWNERS GROVE, IL	630-964-7330
5420 MAIN; Flr 1	DOWNERS GROVE, IL	630-968-0840
3900 HIGHLAND AV; Flr 1	DOWNERS GROVE, IL	630-968-7423
2560 WISCONSIN AV; Flr 1	DOWNERS GROVE, IL	630-968-7606
801 BURLINGTON AV	DOWNERS GROVE, IL	630-R07-3505
801 BURLINGTON AV; Flr 1	DOWNERS GROVE, IL	630-Z21-5414
801 BURLINGTON AV; Flr 1	DOWNERS GROVE, IL	708-Z21-0097

Customer initials _____

Call One initials _____

Terms and Conditions

1. **Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"), effective as of the date the Services are installed or first provided (the "Effective Date"). This agreement shall renew, on the same terms and conditions, for successive one-year terms unless either party has given sixty (60) days prior written notice of termination of this Agreement. Upon expiration of the Term, the usage rates and monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term.
2. **Rates.** (a) Unless otherwise specified on Page 1 of this Agreement, Call One's prevailing month-to-month rates for lines, features, other monthly recurring charges and non-recurring charges (e.g., installation, service establishment and/or other non-recurring charges) will apply to the Services. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified in its monthly invoice or in the applicable state tariff, effective as stated therein. If Customer has elected a Term other than Month-to-Month, the usage rates and monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. (b) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. (c) Call One may, at its sole discretion, increase the rates for Band C, 1+ long distance or inbound 800/888 toll-free Services, if and to the extent the charge from the local exchange carrier to terminate the outbound calls or to originate the inbound calls exceeds twenty-five percent of the rate for that Service, and that Service will be provided on a month-to-month term.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment"), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If, as part of Call One's provision of Services, Customer terminates a Third Party Commitment(s), Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has agreed to terminate the Third Party Commitment(s) as provided above or the Third Party Commitment(s) has expired and Customer has entered a new agreement directly with Call One.
5. **Early Termination/Cancellation.** Early Termination/Cancellation. Customer shall be required to provide Call One a minimum of 30 days' notice in writing of any termination or cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the monthly recurring charges for the remainder of the Term. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Call One terminates Service(s) in whole or in part due to Customer's non-payment or default, customer will be deemed to have terminated the Service(s) and will be liable for all early termination charges. (c) If Customer Cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service.
6. **Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
7. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
8. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
9. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
10. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached and referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof.
11. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301