

RESOLUTION NO.: 17 -2014
INTRODUCED BY: Mayor Headen

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HOME TEAM COMMUNICATIONS, INC. TO AUDIT THE CITY'S TELECOMMUNICATIONS SERVICES AND MANAGEMENT THEREOF.

WHEREAS, the administration has recommended that the City enter into an agreement with Home Team Communications, Inc., d/b/a Commtral, as an efficient and economical means to audit the City's telecommunication services and the management thereof;

NOW, THEREFORE, Be It Resolved by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is authorized to enter into an agreement with Home Team Communications, Inc., d/b/a Commtral, for the City's telecommunications services and the management thereof, for the amounts set forth in the proposed "Service Agreement" attached hereto as Exhibit A.

Section 2: The Director of Finance is authorized and directed to appropriate to a proper account the amount necessary for the agreement authorized in Section 1 of this Resolution.

Section 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

Miesha Wilson Headen, Mayor

APPROVED: _____

ATTEST: _____

Betsy Traben
Clerk of Council

David H. Roche
President of Council

EXHIBIT A

FINANCIAL

Home Team Communications, Inc.

Service Agreement

Service Agreement & Nondisclosure

*NOTE: 850 m²
\$61*

THIS PROFESSIONAL SERVICE AGREEMENT dated this _____ day of _____, _____
BETWEEN:

City of Richmond Heights
Of 26789 Highland Rd, Richmond Heights, OH 44143 (the "Customer/Client")

-AND-

Home Team Communications, Inc. dba Commtrol
Of 3637 Green Road, #203, Beachwood, Ohio 44122 (the "Service Provider")

BACKGROUND

- A. The Customer/Client is the City of Richmond Heights.
- B. The Customer/Client is of the opinion that the Service Provider has the necessary qualifications, experience, and abilities to provide services in connection with the business of the Customer/Client.
- C. The Service Provider is agreeable to providing such services to the Customer/Client, on the terms and conditions as set out in this Agreement.
- D. Commtrol will work as directed to manage the actions of all Customer/Client contractors to the best of our abilities, but cannot promise any specific action.
- E. The nature of this Service Agreement is for the purpose of conducting telecommunications auditing services as directed by the Customer/Client

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1. **ENGAGEMENT:** The Customer/Client hereby agrees to engage the Service Provider to provide the Customer/Client with services consisting of telecommunications auditing services and related management where requested, and such other services as the Customer/Client and the Service Provider may agree upon from time to time (the "Services"), and the Service Provider hereby agrees to provide the Services to the Customer/Client.
2. **TERM OF AGREEMENT:** Term of this Agreement is listed in the "Service Pricing" schedule. The term of the agreement is for six months and includes a thirty day termination notice at any time during the term by either party.
3. **PERFORMANCE:** Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
4. **COMPENSATION:** For the Services provided by the Service Provider under this Agreement, the Customer/Client will pay to the Service Provider compensation as defined in the Service Pricing section of this proposal.

5. **EXPENSES:** Commtral will submit for reimbursement, any extraordinary charges that arise during the project. Any expense must be presented to and approved by the Client in advance unless it is considered by Commtral to be an emergency expenditure. The Service Provider will be reimbursed fully for all aforementioned expenses.
6. **LEGAL EXPENSES:** In the event that legal action is brought to enforce or construe any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action. This excludes from any actions of voice and data communications carriers (providers).
7. **CONFIDENTIALITY & NONDISCLOSURE:** The Service Provider acknowledges that a material term of the Agreement with the Customer/Client is to keep all confidential information belonging to the Customer/Client absolutely confidential and protect its release to the public. The Service Provider agrees not to divulge, disclose, reveal, report or use, for any purpose, any confidential information which the Service Provider has obtained or which was disclosed to the Service Provider by the Customer/Client. The obligation to protect the confidentiality of the Customer/Client's confidential information will survive the termination of this Agreement and will continue indefinitely.
8. **CAPACITY/INDEPENDENT CONTRACTOR:** It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer/Client acknowledge that this Agreement does not create a partnership or joint venture between them, although such an arrangement may be made separate from this Agreement.
9. **EXIT STRATEGY:** Should either party of this Agreement fail to perform or breach its duties under this Agreement and Proposal, this Agreement will be terminated. Customer/Client will pay for hours expended and reasonable expenses. Service Provider will return to Customer/Client within 10 days all documents created and research conducted under this Agreement.
10. **ENTIRE AGREEMENT & MODIFICATION:** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it. Any amendment or modification or additional obligation assumed by either party in connection with this Agreement will be binding only if evidenced in writings signed by each party.
11. **SEVERABILITY AND GOVERNING LAW:** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement. All suits and special proceedings under this Agreement, be construed in accordance with an governed, to the exclusion of the law of any other forum, by the laws of the State of Ohio

IN WITNESS WHEREOF the parties have duly executed this Service Agreement
this _____ day of _____.

City of Richmond Heights:

Per: _____
Signature & Date

Print Name: _____

Witness:

Home Team Communications, Inc. dba Commtral

3/10/2014

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Confidential
Property of Home Team Communications, Inc.

Service Pricing

<u>Services from Commtrol per Agreement</u>	<u>Commtrol Fee</u>
Fixed Terms	\$ 950 expense fee or (see Commissions-Variable)
Commissions- Variable	Three months of verifiable savings, if greater than \$950 <ul style="list-style-type: none">• 50% at the time of savings presentation• 50% within thirty days of receipt invoices that proves out the total savings amount.