

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2012-0343

Innoprise Contract #: C12-0066

Year: 2012

Amount: \$16,000.00

Department: IS - Norm Johnson

Contract Type: Vendor Contract

Contractors Name: Global Connect

Contract Description: Emergency Communications 6/1/12-5/31/13



GLOBAL CONNECT

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

Village of Orland Park		Mary Klinger	
Company Name		Contact Person	
14700 S. Ravinia Ave.	Orland Park	IL	60462
Street Address	City	State	Zip
708-403-6190	708-403-9212	mklinger@orland-park.il.us	
Contact Phone Number	Contact Fax Number	Contact's Email Address	

USER NAME and PASSWORD INFORMATION

8667975100	Password: _____	_____
User Name:	Must Be 10 Digits - No Spaces	Name of Person Trained
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

14700 S. Ravinia Ave.	Orland Park	IL	60462
Street Address	City	State	Zip
Barb O'Brien	708-403-6184	708-403-9212	
Contact Person Accounts Payable	Phone Number	Fax Number	

☒ Bill By Invoice ☐ Credit Card _____
Credit Card Number Expiration Date

_____ Type: ☐ VISA ☐ MC ☐ AE ☐ OTHER _____
Name On Credit Card - Please Print

TERMS AND CONDITIONS

1. The chargeable annual rate is \$.55 cents per location (businesses and households) and \$1.00 for each employee/volunteer. This provides Orland Park, IL with unlimited municipal emergency 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 based on the 12 month period starting June 1, 2012 ending May 31*, 2013.. 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. Global Connect will guarantee current rate for an additional 1 year if contract is renewed by Orland Park, IL.
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 Orland Park, IL. Global Connect will protect Orland Park, IL's annual rate for a period of 1 year. In the event of renewal after this timeframe, Global Connect will provide Orland Park, 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 Orland Park, IL including but not limited to phone lists and data files will remain the exclusive property of Orland Park, IL. Global Connect agrees not to rent, sell, loan or provide this information to any person or company without written permission by Orland Park, 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 Orland Park, 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. Orland Park, 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 on behalf of Orland Park, IL or others under the Global Connect contract. This indemnification and hold harmless agreement shall apply in all instances whether 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 Orland Park, IL, it's elected and appointed officials, its employees, agents, volunteers and others working of behalf of Orland Park, 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 Orland Park, 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 Orland Park, 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 New Jersey and any litigation arising out of this agreement shall be conducted in the Superior Court of New Jersey.
8. This agreement supersedes all prior agreements, representations and understandings of the parties. Global Connect agrees that Orland Park, 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.

On This Date: 6 / 19 / 12
Month Day Year

By: Paul G. Grimes
Village Manager
Please Print

Signature: [Signature]

Accepted By: Global Connect, LLC

On This Date: 6 / 22 / 12
Month Day Year

By: Beth Farino
Please Print

Signature: [Signature]

By: Colleen Bresnahan
Please Print

Signature: [Signature]