

Clerk's Contract and Agreement Cover Page

Year: 2009

Legistar File ID#: 2008-0611

Multi Year:

Amount \$121,343.84

Contract Type:

Services

Contractor's Name:

Call One

Contractor's AKA:

Execution Date:

10/16/2008

Termination Date:

11/1/2009

Renewal Date:

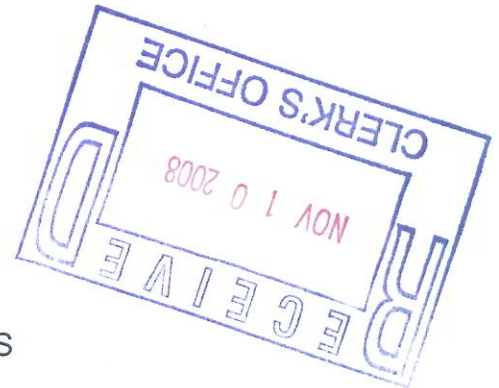
Department:

Administration/MIS

Originating Person:

Mary Klinger

Contract Description: Local and Long Distance Phone rates





**ISDN-PRI
Customer Service Agreement**

This Customer Service Agreement ("Agreement") by and between United Communication Systems, Inc. d/b/a Call One®, with a principal place of business at 123 North Wacker, Floor 7, Chicago, IL 60606 ("Call One") and the customer identified immediately below ("Customer") is effective as of the date indicated by the date Call One accepted this Agreement as set forth below (the "Effective Date"). The Services described herein are subject to the Terms and Conditions set forth on Page 2 of this Agreement.

Customer Village of Orland Park
 Billing address 14700 Ravinia Ave
 City Orland Park State IL Zip 60462

Current Call One Account Number: 1010-0000

Service Information (Please list each ISDN-PRI separately)

Service Location(s)	City	BTN
14700 Ravinia Ave	Orland Park, IL 60462	708-R06-0761

Term: 36 months
 ISDN-PRI Monthly Charge: \$400.00 each Quantity: 2

Usage Rates

Band A: .009 \$/min
 Band B: .019 \$/min
 Band C: .019 \$/min

Additional Services

Outbound 1+ Interstate .029 \$/min
 Outbound 1+ In-State .029 \$/min
 Inbound 800/888 Interstate .029 \$/min
 Inbound 800/888 In-State .029 \$/min
 Calling Card(s) \$/min

Installation per ISDN-PRI: Not applicable (service already installed)

Additional Non-Recurring Charges: N/A

Service/Additional Terms:

By signing below, Customer acknowledges that it understands and accepts the rates, terms and conditions for the Service and that the signatory represents that he/she is duly authorized to execute this Agreement on behalf of Customer.

Agreed and Accepted By
 Customer:

[Signature]
 Authorized signature
Paul Grimes
 Print name

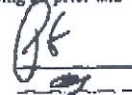
10/10/08
 Date
Village Manager
 Title

Call One: rev 8.0
[Signature]
 Authorized signature
10-14-08
 Effective Date
[Signature]
 Print name

Terms and Conditions

1. **Term.** Customer hereby orders the Services as identified on Page 1 of this Agreement and miscellaneous services incident thereto for the term selected by Customer on Page 1 of this Agreement (the "Term"). 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.
2. **Rates.** (a) The Monthly Charge and Usage Rates identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge and Usage Rates will revert to Call One's prevailing month-to-month rates for the Service 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. (b) Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incident to the Services will apply as identified on Page 1 of this Agreement. (c) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.
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 location listed on Page 1 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") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that it 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 has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/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, as liquidated damages and not as a penalty, equal to (1) fifty percent (50%) of the Monthly Charge payments remaining for the Term of this Agreement, (2) any special construction charges required to make the Service available and (3) any previously waived installation and/or other non-recurring charges. In addition, Customer will be liable for an early termination usage penalty calculated as the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date. (b) 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, including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.
6. **Conversion.** Customer may at any time during the Term convert its Service to another Call One agreement under a contract term that is equal to or greater than the Term remaining under this Agreement and under which Customer's financial commitment is equal to or greater than the remaining commitment under this Agreement. In such event, early termination charges shall not apply.
7. **Inside Wiring.** All inside wiring required by Customer to complete the installation of the Service will be charged at \$75 for the trip charge and \$100 per hour. In addition, any installation charges identified on Page 1 of this Agreement as a "Non-Recurring Charge" applies only to the initial Service install, it does not include the jacks or other inside materials and wiring.
8. **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.
9. **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, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at www.callone.com.
10. **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.
11. **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 hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.


Customer initials
Call One initials





**ADDENDUM TO ITEM 10
VILLAGE OF ORLAND PARK
TERMS AND CONDITIONS
CUSTOMER SERVICE AGREEMENT**

Likewise, Call One may not assign this Agreement (by operation of law or otherwise) without the prior written consent of the Customer, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.

**United Communications Systems
Provisioning & Billing Instructions Form
AT&T ISDN - PRI**

Rep#: 17 Sales ID# 330010 Account # 1010-NEW
 Contact: Mary Klinger / phone 708-403-6190 / fax / email mklinger@orland-park.il.us
 Tech Contact: / phone / fax / email
 Account Info 1010 - 0000
 Company Info Village of Orland Park
14700 Ravinia Ave;
Orland Park, IL 60462
 Term Agreement 36 months
 Price per PRI \$400.00
 Quantity 2
 Rates/Discount Band A .009 Band B .019 Band C .019 Calling Card _____
 LD rates 1+ Interstate .029 1+ In-State .029 800/888 Interstate .029 800/888 In-State .029
 Installation Charge Not applicable (service already installed)
 Non-Recurring Charges: N/A
 Additional Terms:
 Commission waiver:

BTNs: 708-R06-0761

Provisioning Instructions:

Billing Instructions:



Customer Service Agreement

Subscriber Participating Organizations
 • Associated National Contractors
 • Associated General Contractors
 • Associated Builders & Contractors
 • Associated Home Builders of the Greater Council
 • Associated General Contractors of America
 • Associated Builders and Contractors

This Customer Service Agreement ("Agreement") authorizes United Communication Systems, Inc. d/b/a Call One®, with a principal place of business at 123 North Wacker, Floor 7, 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 on Page 2 of this Agreement.

Customer: Village of Orland Park
Billing address: 14700 Ravinia Avenue
City: Orland Park **State:** IL **Zip:** 60462

Billing Telephone Numbers (BTN) associated with this account: see attached Billing Telephone Number List	Physical Location City	BTN

- Please check box to determine term and discount
- 1 year 15% discount on lines, features, and non-termed circuits
 - 2 year 15% discount on lines, features, and non-termed circuits
 - 3 year 20% discount on lines, features, and non-termed circuits



Additional Services

Outbound 1+ Interstate	<u>.029</u> \$/min
Outbound 1+ In-State	<u>.029</u> \$/min
Inbound 800/888 Interstate	<u>.029</u> \$/min
Inbound 800/888 In-State	<u>.029</u> \$/min
Calling Card(s)-Domestic	<u>.15</u> \$/min

Usage Rates
 Band A: .009 \$/min
 Band B: .019 \$/min
 Band C: .019 \$/min

Third Party Commitment(s):

Non-Recurring Charges:
 Service/Additional Terms: Waive PICC fees. Member of SPC.
 \$14.12 per service order.

Agreed and Accepted By Customer:  Authorized signature <u>Paul Grimes</u> Print name	<u>10/6/08</u> Date	Call One:  Authorized signature <u>10-14-08</u> Date
<u>Village Manager</u> Title	<u>Paul Grimes</u> Print name	<u>Paul Grimes</u> Print name

Additional Billing Telephone Numbers (BTN)



Physical Location	City/State	BTN
14600 RAVINIA AVE	Orland Park, IL	708-203-6453
14600 RAVINIA AVE	"	708-276-0685
14600 RAVINIA AVE	"	708-225-4023
14600 RAVINIA AVE	"	708-281-5018
14600 RAVINIA AVE	"	708-R07-0171
11351 159 TH STREET	"	708-299-2411
14650 RAVINIA AVE	"	708-299-4499
15520 WEST AVE	"	708-R06-1143
14415 BEACON AVE	"	708-262-0235
14700 PARK LANE	"	708-262-0227
15655 RAVINIA AVE	"	708-262-1039
15700 LAGRANGE ROAD	"	708-262-5019
14600 RAVINIA AVE	"	708-349-3720
15720 LAGRANGE ROAD	"	708-349-0447
14700 RAVINIA AVE	"	708-R06-0761
15100 RAVINIA AVE	"	708-R06-2203
15100 RAVINIA AVE	"	708-R06-6677
15100 RAVINIA AVE	"	708-403-7565
15100 RAVINIA AVE	"	708-532-5780
15100 RAVINIA AVE	"	708-403-1252
15100 RAVINIA AVE	"	708-349-2065
15100 RAVINIA AVE	"	708-349-4111
14600 RAVINIA AVE	"	708-364-1285
14600 RAVINIA AVE	"	708-349-1796
14600 RAVINIA AVE	"	708-349-4859
14600 RAVINIA AVE	"	708-403-6136
11351 159 TH STREET	"	708-645-7529
11351 159 TH STREET	"	708-364-7231
14415 BEACON AVE	"	708-873-9430
14415 BEACON AVE	"	708-226-5601
8800 THISTLEWOOD	"	708-403-5298
8800 THISTLEWOOD	"	708-403-1412
15520 WEST AVE	"	708-364-1062
15520 WEST AVE	"	708-364-1397
10755 153 RD STREET	"	708-873-5244
10730 ORLAND PARKWAY	"	708-479-2473
15655 RAVINIA AVE	"	708-460-2517
14760 PARK LANE	"	708-349-1402
9753 151 ST STREET	"	708-349-1536
14681 WEST AVE	"	708-403-6292
14760 RAVINIA AVE - ELEVATOR	"	708-460-3489
14700 PARK LANE	"	708-460-6390

Customer Initials

[Handwritten Signature]


Call One Initials

[Handwritten 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. 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.
- 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 to Customer in its monthly invoice or in the applicable state tariff, and will be 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 B and 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") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that it 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 has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, 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 terminated the Third Party Commitment(s) as provided above or the Third Party Commitment(s) have expired and Customer has entered a new agreement directly with Call One.
- 5. Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/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 Term Savings Recovery. As used herein, "Term Savings Recovery" is the total usage and monthly recurring charge discount received by the Customer calculated as follows: (A) the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One (tariff) month-to-month usage rates in effect as of the Effective Date; and (B) the difference between the discounted monthly recurring charges Customer received for the Term selected in this Agreement and the Call One tariff non-discounted monthly recurring charges in effect as of the Effective Date ~~times~~ the number of months Service was provided. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) 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. Conversion.** Customer may at any time during the Term convert its Service to another Call One agreement under a contract term that is equal to or greater than the Term remaining under this Agreement and under which Customer's financial commitment is equal to or greater than the remaining commitment under this Agreement. In such event, early termination charges shall not apply.
- 7. Inside Wiring.** All inside wiring required by customer to complete the installation of the Service will be charged at \$75 for the trip charge and \$100 per hour. In addition, any installation charges identified on Page 1 of this Agreement as a "Non-Recurring Charge" applies only to the initial Service install, it does not include the jacks or other inside materials and wiring.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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 hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.

Customer Initials
Call One Initials

RG




**ADDENDUM TO ITEM 10
VILLAGE OF ORLAND PARK
TERMS AND CONDITIONS
CUSTOMER SERVICE AGREEMENT**

Likewise, Call One may not assign this Agreement (by operation of law or otherwise) without the prior written consent of the Customer, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.

PC

CP

**United Communications Systems
Provisioning & Billing Instructions Form**

Rep#: 17 Sales ID# 330010
Contact: Mary Klinger / phone 708-403-6190 / fax 708-403-9212 / email mklinger@orland-park.il.us
Tech Contact: / phone / fax / email
Company Info Village of Orland Park
14700 Ravinia Avenue;
Orland Park, IL 60462

Term Agreement

Rates/Discount	Band A	<u>.009</u>	Band B	<u>.019</u>	Band C	<u>.019</u>	Calling Card	<u>.15</u>
LD rates	1+ Interstate	<u>.029</u>	1+ In-State	<u>.029</u>	800/888 Interstate	<u>.029</u>	800/888 In-State	<u>.029</u>

Non-Recurring Charges:

Additional Terms:

Third Party Comments:

Commission waiver:

BTNs:

** Installation preference ** Certificate of insurance.

Provisioning/Billing Instructions: Main location pays

Member of SPC.

Denise Domalewski

From: Gary Isaacson [gisaacson@callone.com]
Sent: Monday, October 27, 2008 9:40 AM
To: Denise Domalewski
Subject: FW: Addendum Oralnd

Attachments: 20081021123759.pdf



20081021123759.p
df (124 KB)

Hi Denise,

The addenduem to the original contract is attached. I gave you too much paperwork on the 800 number. All we needed was the 800 LOA, which we don't countersign as the rates for 800 service are included in the regular contract. Sorry for the inconvenience. Thanks.
Gary

Gary Isaacson
Senior Account Executive
630-544-2113 (direct)
630-977-3732 (cell)
gisaacson@callone.com

-----Original Message-----

From: Sue Sorensen [mailto:ssorensen@callone.net]
Sent: Tuesday, October 21, 2008 12:50 PM
To: Gary Isaacson
Subject: Addendum Oralnd

For your records.

ss



**ADDENDUM TO ITEM 10
VILLAGE OF ORLAND PARK
TERMS AND CONDITIONS
CUSTOMER SERVICE AGREEMENT**

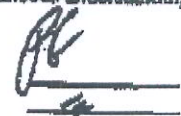
Likewise, Call One may not assign this Agreement (by operation of law or otherwise) without the prior written consent of the Customer, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.

500 W. Madison Street, Suite 411 Chicago, IL 60681 312-CALL-ONE www.callone.net

Terms and Conditions

- 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. 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.
- 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 to Customer in its monthly invoice or in the applicable state tariff, and will be 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.
- 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.
- Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that it 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 has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, 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 terminated the Third Party Commitment(s) as provided above or the Third Party Commitment(s) have expired and Customer has entered a new agreement directly with Call One.
- Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/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 Term Savings Recovery. As used herein, "Term Savings Recovery" is the total usage and monthly recurring charge discount received by the Customer calculated as follows: (A) the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date; and (B) the difference between the discounted monthly recurring charges Customer received for the Term selected in this Agreement and the Call One tariff non-discounted monthly recurring charges in effect as of the Effective Date times the number of months Service was provided. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) 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.
- Conversion.** Customer may at any time during the Term convert its Service to another Call One agreement under a contract term that is equal to or greater than the Term remaining under this Agreement and under which Customer's financial commitment is equal to or greater than the remaining commitment under this Agreement. In such event, early termination charges shall not apply.
- Inside Wiring.** All inside wiring required by customer to complete the installation of the Service will be charged at \$75 for the trip charge and \$100 per hour. In addition, any installation charges identified on Page 1 of this Agreement as a "Non-Recurring Charge" applies only to the initial Service install, it does not include the jacks or other inside materials and wiring.
- 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.
- 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.
- 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.
- 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 hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.

Customer initials
Call One initials



United Communications Systems, Inc.
123 N. Wacker Drive 7th Floor—Chicago, IL 60606—Telephone 312-681-8300—Fax 312-681-8301
Page 2 of 2

Page: 3/6
708 408 9212
708 408 9212
F: 003/006

VILLAGE OF ORLAND PARK

Page: 14:53 From: OCT-17-2008



Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes United Communication Systems, Inc. d/b/a Call One®, with a principal place of business at 123 North Wacker, Floor 7, 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 on Page 2 of this Agreement.

Customer Village of Orland Park
 Billing address 14700 Ravinia Ave
 City Orland Park State IL Zip 60462

Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City	BTN
14700 Ravinia Ave, Orland Park		800-973-9212
ASSUME SERVICE		

Term: 1 Year

Usage Rates

Band A: .009 \$/min
 Band B: .019 \$/min
 Band C: .019 \$/min

Non-Recurring Charges:

Service/Additional Terms:

\$14.12 per service order

Additional Services

Outbound 1+ Interstate .029 \$/min
 Outbound 1+ In-State .029 \$/min
 Inbound 800/888 Interstate .029 \$/min
 Inbound 800/888 In-State .029 \$/min
 Calling Card(s)-Domestic \$/min

Third Party Commitment(s):

Agreed and Accepted By

Customer:

Call One:

Authorized signature
Paul Grimes
 Print name

10/16/08
 Date
Village Manager
 Title

 Authorized signature

 Date

 Print name

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. 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.
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 to Customer in its monthly invoice or in the applicable state tariff, and will be 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") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that it 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 has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, 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 terminated the Third Party Commitment(s) as provided above or the Third Party Commitment(s) have expired and Customer has entered a new agreement directly with Call One.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/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 Term Savings Recovery. As used herein, "Term Savings Recovery" is the total usage and monthly recurring charge discount received by the Customer calculated as follows: (A) the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date; and (B) the difference between the discounted monthly recurring charges Customer received for the Term selected in this Agreement and the Call One tariff non-discounted monthly recurring charges in effect as of the Effective Date *times* the number of months Service was provided. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) 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. **Conversion.** Customer may at any time during the Term convert its Service to another Call One agreement under a contract term that is equal to or greater than the Term remaining under this Agreement and under which Customer's financial commitment is equal to or greater than the remaining commitment under this Agreement. In such event, early termination charges shall not apply.
7. **Inside Wiring.** All inside wiring required by customer to complete the installation of the Service will be charged at \$75 for the trip charge and \$100 per hour. In addition, any installation charges identified on Page 1 of this Agreement as a "Non-Recurring Charge" applies only to the initial Service install, it does not include the jacks or other inside materials and wiring.
8. **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.
9. **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.
10. **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.
11. **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 hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.

Customer initials
Call One initials



United Communication Systems, Inc.

123 N. Wacker Drive 7th Floor —Chicago, IL 60606—Telephone 312-681-8300—Fax 312-681-8301

Page 2 of 2



**ADDENDUM TO ITEM 10
VILLAGE OF ORLAND PARK
TERMS AND CONDITIONS
CUSTOMER SERVICE AGREEMENT**

Likewise, Call One may not assign this Agreement (by operation of law or otherwise) without the prior written consent of the Customer, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.

A handwritten signature in black ink, appearing to be "P. L.", is written over a horizontal line.

**United Communications Systems
Provisioning & Billing Instructions Form**

Rep#: 17 Sales ID# 330010

Contact: Mary Klinger / phone 708-403-6190 / fax / email mklinger@orland-park.il.us

Tech Contact: / phone / fax / email

Company Info Village of Orland Park
14700 Ravinia Ave;
Orland Park, IL 60462

Term Agreement 1 Year

Rates/Discount	Band A	<u>.009</u>	Band B	<u>.019</u>	Band C	<u>.019</u>	Calling Card	<u></u>
LD rates	1+ Interstate	<u>.029</u>	1+ In-State	<u>.029</u>	800/888 Interstate	<u>.029</u>	800/888 In-State	<u>.029</u>

Non-Recurring Charges:

Additional Terms:

Third Party Comments:

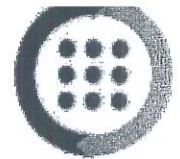
Commission waiver:

BTNs: 800-973-9212

** Installation preference ** Certificate of insurance.

Provisioning/Billing Instructions: Main location pays

How the customer wants the bill sent.



CALL ONE
Always Connecting

800 Service Letter of Agency and Appointment of Responsible Organization

My signature below authorizes UCS Call One or its designated vendor(s) to act as my agent in all matters related to providing and managing 800 long distance service for the company. In particular, but not limited to, authorization to act as the Responsible Organization, to select and change choice of the transport carrier, and to obtain information relating to my account from any local exchange or long distance telephone provider.

Account name Village of Orland Park

Mailing address 14700 Ravinia Ave

Physical address same

City Orland Park State IL ZIP 60462

Contact name Mary Klinger

Section 1 Transfer Existing 800/866/877/888 to UCS

<i>800 Numbers to Transfer</i>	<i>Destination (ring to) Number</i>	<i>Existing Carrier</i>
<u>800-973-9212</u>	<u>708-349-7420</u>	<u>AT&T</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Section 2 Request New 800/866/877/888 Number

<i>Destination (ring to) Number</i>	<i>First Choice</i>	<i>Second Choice</i>
<u> </u>	<u> </u>	<u> </u>

If neither the first or second choice shown above is available, UCS will choose a number on behalf of the customer.


Section 3 Changes & Special Instructions

Limited Access Allow inbound calls originating only in the following area codes(s)

Block Access Block all inbound calls origination in the following area code(s)

Extended Coverage Inbound from Alaska, Hawaii, Canada and Caribbean. Yes

Section 4 Authorization

Authorized signature  Date 10 / 16 / 08

Print name Paul Grimes

VILLAGE OF ORLAND PARK
Current & Proposed Telcom Rates and Services

COST ANALYSIS

Description	Current AT&T			Proposed AT&T			Proposed CALL ONE		
	Rate	Qty	Charge	Rate	Qty	Charge	Rate	Qty	Charge
Monthly Service Charges									
POTS Lines - Area A	\$11.25	0.0	\$0.00	\$11.25	0.0	\$0.00	\$9.56	0.0	\$0.00
POTS Lines - Area B	\$15.75	0.0	\$0.00	\$15.75	0.0	\$0.00	\$13.39	0.0	\$0.00
POTS Lines - Area C	\$18.75	89.0	\$1,668.75	\$18.75	89.0	\$1,668.75	\$15.94	89.0	\$1,418.66
Remote Call Forward W/Paths	\$172.95	1.0	\$172.95	\$172.95	1.0	\$172.95	\$172.95	1.0	\$172.95
PRI	\$476.90	2.0	\$953.80	\$410.00	2.0	\$820.00	\$400.00	2.0	\$800.00
Point-to-Point Circuit	\$196.00	3.0	\$588.00	\$196.00	3.0	\$588.00	\$196.00	3.0	\$588.00
Alarm Circuits	\$76.20	14.0	\$1,066.80	\$76.20	14.0	\$1,066.80	\$64.77	14.0	\$906.78
Circuits	\$165.84	16.0	\$2,653.44	\$165.84	16.0	\$2,653.44	\$140.86	16.0	\$2,253.36
Line Backer	\$9.95	4.0	\$39.80	\$9.95	4.0	\$39.80	\$0.00	4.0	\$0.00
Basic Vmail	\$14.95	0.0	\$0.00	\$14.95	0.0	\$0.00	\$0.00	0.0	\$0.00
Caller ID	\$14.00	0.0	\$0.00	\$14.00	0.0	\$0.00	\$11.90	0.0	\$0.00
Features	\$24.50	1.0	\$24.50	\$24.50	1.0	\$24.50	\$20.83	1.0	\$20.83
Total Local Service Charges			\$7,168.04			\$7,034.24			\$6,162.58
Local Usage									
Band A (0-8 miles)									
Initial Minutes	\$0.055	9,655.0	\$531.03	\$0.013	9,655.0	\$125.52	\$0.009	9,655.0	\$86.90
Additional Minutes	\$0.035	19,492.0	\$682.22	\$0.013	19,492.0	\$253.40	\$0.009	19,492.0	\$175.43
Band B (8-15 miles)									
Initial Minutes	\$0.107	5,193.0	\$555.65	\$0.034	5,193.0	\$176.56	\$0.019	5,193.0	\$98.67
Additional Minutes	\$0.060	6,915.0	\$414.90	\$0.034	6,915.0	\$235.11	\$0.019	6,915.0	\$131.39
Band C/Local Toll (over 15 miles)	\$0.044	7,933.6	\$349.08	\$0.047	7,933.6	\$372.88	\$0.019	7,933.6	\$150.74
Total Local Usage Charges			\$2,532.87			\$1,163.48			\$643.11
Directory Assistance	\$1.99	0.0	\$0.00	\$1.99	0.0	\$0.00	\$1.99	0.0	\$0.00
Nat'l Directory Assistance	\$1.99	0.0	\$0.00	\$1.99	0.0	\$0.00	\$1.99	0.0	\$0.00
Long Distance:									
Account Minimum Charge	\$20.950	1.0	\$20.95	\$20.950	1.0	\$20.95	\$0.000	1.0	\$0.00
Intrastate	\$0.660	2.0	\$1.32	\$0.053	2.0	\$0.11	\$0.029	2.0	\$0.06
Interstate	\$0.045	1,238.0	\$56.21	\$0.036	1,238.0	\$44.69	\$0.029	1,238.0	\$35.90
PICC Fees	\$3.95	2.0	\$7.90	\$3.95	2.0	\$7.90	\$0.00	0.0	\$0.00
Total Long Distance charges			\$86.38			\$73.65			\$35.96
Total Monthly Charges			\$9,767.29			\$8,274.35			\$6,841.65
Total Annual Charges			\$117,447.48			\$99,256.20			\$82,099.84
TOTAL MONTHLY SAVINGS						\$1,515.94			\$2,845.64
1ST YEAR SAVINGS						\$18,191.28			\$35,347.63
3 YEAR SAVINGS						\$54,573.83			\$105,042.90

ORLAND PARK POLICE DEPARTMENT
Current & Proposed Telcom Rates and Services

COST ANALYSIS

Description	Current AT&T			Proposed AT&T			Proposed CALL ONE		
	Rate	Qty	Charge	Rate	Qty	Charge	Rate	Qty	Charge
Monthly Service Charges									
POTS Lines - Area A	\$11.25	0.0	\$0.00	\$11.25	0.0	\$0.00	\$9.56	0.0	\$0.00
POTS Lines - Area B	\$15.75	0.0	\$0.00	\$15.75	0.0	\$0.00	\$13.39	0.0	\$0.00
POTS Lines - Area C	\$18.75	32.0	\$600.00	\$18.75	32.0	\$600.00	\$15.94	32.0	\$510.08
PR1	\$429.90	1.0	\$429.90	\$429.90	1.0	\$429.90	\$429.00	1.0	\$429.00
PR1	\$403.60	1.0	\$403.60	\$403.60	1.0	\$403.60	\$403.00	1.0	\$403.00
Point-to-Point Circuit	\$196.00	2.0	\$392.00	\$196.00	2.0	\$392.00	\$196.00	2.0	\$392.00
Alarm Circuits	\$73.80	1.0	\$73.80	\$73.80	1.0	\$73.80	\$62.73	1.0	\$62.73
Circuits	\$1,277.45	1.0	\$1,277.45	\$1,277.45	1.0	\$1,277.45	\$1,065.63	1.0	\$1,065.63
Line Backer	\$9.95	0.0	\$0.00	\$9.95	0.0	\$0.00	\$0.00	0.0	\$0.00
Basic Vmail	\$14.95	0.0	\$0.00	\$14.95	0.0	\$0.00	\$9.50	0.0	\$0.00
Caller ID	\$11.40	9.0	\$102.60	\$11.40	9.0	\$102.60	\$9.69	9.0	\$87.21
Total Local Service Charges			\$3,279.35			\$3,279.35			\$2,969.85
Local Usage									
Band A (0-8 miles)									
Initial Minutes	\$0.055	3,143.0	\$172.87	\$0.013	3,143.0	\$40.86	\$0.009	3,143.0	\$28.29
Additional Minutes	\$0.035	3,769.0	\$131.92	\$0.013	3,769.0	\$49.00	\$0.009	3,769.0	\$33.92
Band B (8-15 miles)									
Initial Minutes	\$0.107	2,638.0	\$282.27	\$0.034	2,638.0	\$89.69	\$0.019	2,638.0	\$50.12
Additional Minutes	\$0.066	3,211.0	\$211.93	\$0.034	3,211.0	\$109.17	\$0.019	3,211.0	\$61.01
Band C/Local Toll (over 15 miles)	\$0.329	5,212.8	\$1,715.01	\$0.047	5,212.8	\$245.00	\$0.019	5,212.8	\$99.04
Local Toll	N/A	0.0	\$0.00	N/A	0.0	\$0.00	\$0.029	0.0	\$0.00
Total Local Usage Charges			\$2,513.98			\$533.72			\$272.38
Directory Assistance	\$1.99	0.0	\$0.00	\$1.99	0.0	\$0.00	\$1.99	0.0	\$0.00
Nat'l Directory Assistance	\$1.99	0.0	\$0.00	\$1.99	0.0	\$0.00	\$1.99	0.0	\$0.00
Long Distance:									
Intrastate	\$0.000	0.0	\$0.00	\$0.000	0.0	\$0.00	\$0.029	0.0	\$0.00
Intrastate	\$0.750	164.0	\$123.00	\$0.053	164.0	\$8.69	\$0.029	164.0	\$4.76
Interstate	\$1.390	805.0	\$1,118.95	\$0.036	805.0	\$29.98	\$0.029	805.0	\$23.35
PICC Fees	\$3.95	1.0	\$3.95	\$3.95	1.0	\$3.95	\$0.00	0.0	\$0.00
Total Long Distance charges			\$1,245.90			\$41.62			\$28.10
Total Monthly Charges			\$7,039.23			\$3,854.70			\$3,270.33
Total Annual Charges			\$84,470.80			\$46,256.35			\$39,244.00
MONTHLY SAVINGS						\$3,184.54			\$3,768.90
1ST YEAR SAVINGS						\$38,214.45			\$45,226.80
3 YEAR SAVINGS						\$114,643.35			\$135,680.40