

CORPORATION OF THE TOWNSHIP OF NORTH ALGONA WILBERFORCE

By-law 2017-03

Being a by-law to authorize execution of Services Agreement with Schooley Mitchell for review of Telephone Services and costs.


**WHEREAS** Council deems it expedient to enter into a contract with a company who will review our telephone plans and costs;

**AND WHEREAS** Schooley Mitchell is a company who has supplied this type of service for other local municipalities in Renfrew County;

**NOW THEREFORE** the Council of the Corporation of the Township of North Algona Wilberforce **ENACTS AS FOLLOWS:**

1. THAT Schooley Mitchell be and is hereby appointed to carry out a review of the Municipal telephone plans and costs.
2. That the services contract dated December 20, 2016, attached hereto and marked as Schedule "A" is hereby approved and the Mayor is authorized to execute the agreement on behalf of the Corporation.

READ a first and second time this 17<sup>th</sup> day of January, 2017.

  
MAYOR

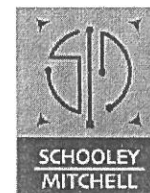
  
Interim CAO/CLERK

READ a third time and passed this 17<sup>th</sup> day of January, 2017.

  
MAYOR

  
Interim CAO/CLERK

TELECOM AUDIT AGREEMENT  
North Algona Wilberforce Township



**DESCRIPTION OF SERVICES**

1. The Client hereby authorizes Schooley Mitchell (SM) to review its "telecommunications system" and to submit recommendations for improvements including recommendations for possible savings. For greater certainty, "telecommunications system" shall be deemed to include the review of existing systems, services, equipment, suppliers, plans and other telecommunications items or functions, including but not limited to telephone (local, long distance and cellular), internet, data transmission, wireless communications, ACH, credit card transactions, debit card transactions, and other processing items or functions, as well as the Client's costs of the foregoing; and the recommendations may include alternate methods, systems, services, equipment, suppliers or plans or other suggestions for improvement or cost savings.
2. At the completion of this procedure, SM will provide a report of findings which will detail all the current charges and will provide recommendations to lower Telecom expenses. All recommendations will be discussed with the Client and the Client has the option to select some, all or none of the recommendations. SM will implement all approved recommendations.
3. All recommendations for improvements to the telecommunications systems including recommendations for possible savings made by SM are subject to the Client's approval. No action regarding such changes shall be undertaken without the prior consent of the Client. Any recommendations, initial or supplemental, acted upon by the Client, or on behalf of the Client, within 36 months of submission by SM shall be deemed to be accepted by the Client.
4. The Client acknowledges that activity and market pressure will be initiated directly with existing vendors and with alternate vendors and may cause those existing and/or alternate vendors to react whether contacted directly by SM, the Client, or other parties. This activity may trigger direct offers from those existing and/or alternate vendors and those offers will be as a result of this engagement, and therefore included in the recommendations described in paragraph 3.
5. The Client acknowledges that savings will be calculated by SM based on the difference between the baseline prices in place as at the date of this agreement, and any reduction in those baseline prices. Baseline prices are defined to be the prices incurred by the Client on the date of this agreement, per Client invoices. Representation of those baseline prices will be provided to SM by the Client by providing appropriate invoices at the outset of this engagement for the purposes of SM calculations and consulting services.
6. All records and information submitted for review by the Client shall be held in the strictest confidence by SM. All recommendations, actions and suggestions submitted by SM for the Client's consideration shall be held in the strictest confidence by the Client.
7. SM is acting in the capacity of an independent consultant to the client under this Agreement and does not sell, represent, or warrant any services or equipment provided by any suppliers. The Client will indemnify and hold SM, and its related parties, harmless against any cause of action, loss, liability, damage, cost, or expense (other than direct damages due to willful and negligent actions by SM), whether accrued, absolute, contingent or otherwise, including, without limitation, attorney's fees and costs, arising out of or relating to this Agreement.

**CLIENT REQUIREMENTS**

8. Client will provide 1-2 months of Telecom invoices for review and/or access to online billing websites in order to download electronic copies.
9. Client will notify SM regarding any pending orders, plan changes or refund requests that may affect any of the invoices being audited.

**FEES**

10. The Client agrees to pay SM 50% of all savings realized for a period of 36 months. Billed quarterly after savings are implemented.
11. The Client agrees to pay SM 50% of any bill credits collected after identification of any billing errors or other causes for credits. (if applicable)
12. After the 36 months, the entire savings will accrue to the Client.

**GUARANTEE**

13. If our recommendations are not accepted or no savings are found, there shall be no charges.

- 14. SM will provide invoices and reporting detailing the computation of savings and refunds for 36 months.
- 15. SM will monitor all Telecom bills for 36 months to ensure accuracy and to look for any additional savings.

**OTHER SERVICES**

- 16. Telecommunications consulting services, billed on an hourly basis are also available.
- 17. Alternative payment method: No term option. A one-time payment is available at Client's request.

**CUSTOMER INFORMATION**

North Algona Wilberforce Township  
1091 Shaw Woods Road, RR 1  
Eganville, ON K0J 1T0

\_\_\_\_\_  
Signature of Authorized Customer Representative

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

**CONSULTANT INFORMATION**

Schooley Mitchell Consultants  
320 Rushbrook Drive  
Newmarket, ON L3X 2C8

\_\_\_\_\_  
Signature of Authorized Consultant

Neil Brady / Strategic-Partner  
\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date