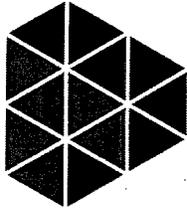


COB

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PCS

Telecommunications Consulting Agreement

Client: The County of Gloucester

Address: 2 South Broad Street
Woodbury, NJ 08096

Telephone: 856-251-6702

Contact: William Taylor
Director of Information Technology

PART A – AUDIT

I. The undersigned herein referred to as client, having entered into an agreement in writing this date with PRO COMPUTER SERVICE, LLC (PCS) to serve as consultant for the client's telecommunication and internet expenses. It is mutually agreed that PCS will provide an audit and cost analysis of Client's voice and data telecommunications environment, which shall include the following carriers:

- A. Verizon
- B. Comcast

II. PCS agrees to examine client's telecom accounts for the purpose of determining if overcharges which may now exist, or have existed on previous billings. The audit will consist of an examination of client's invoices, contracts and customer service records and may also include an onsite analysis of phone services at client's location(s). PCS will prepare documentation deemed necessary to negotiate with the proper telecom company(s) to have overcharges removed and obtain refunds and/or credits for past overcharges. PCS will also prepare necessary refund documents to obtain refunds from State and Federal Governments for improper taxes and surcharges assessed to client. Client agrees to pay PCS at a rate of \$105 per hour for services provided under this contract in addition to any potential recovered revenues detailed in Sections III and IV. The cap on hourly services shall be \$7,500.00.

III. RECOVERED CHARGES - Client agrees to pay PCS thirty-three percent (33 %) of all recovered overcharges in the form of refund(s) or credit(s). Payment shall be due within thirty (30) days from the date the credit first appears on client's billing or thirty (30) days from the receipt of refund.

IV. FUTURE BILLING REDUCTIONS - In the event that PCS is successful in obtaining a reduction in client's billings, fixed monthly cost or by long term savings, whether by correction of error(s), rate change advisement, or any other combination thereof, that shall manifest in future savings, client agrees to pay PCS four months of savings beginning the date the savings first appears on the bill. PCS will provide client with a detailed explanation of any billing reduction including a copy of the

carrier invoice demonstrating that the cost reduction has been reflected in the carrier billing. Client agrees PCS is entitled to compensation on any recommendations that are implemented and result in cost savings.

V. **TERM** - The term of this agreement shall be twelve (12) months from the date of acceptance.

VI. **CLIENT** - agrees to give full cooperation to PCS in completing any forms, providing required information, as well as copies of appropriate documented backup in a timely manner.

VII. **NON-DISCLOSURE** – Except as otherwise provided in this agreement, PCS must not disclose any information or data obtained from client. All information and data received from client remains the confidential property of client. PCS will only use this information for the purpose stated in this agreement. The obligation to maintain the confidentiality of client's information and data shall survive the termination or expiration of this agreement and will continue for a period of one (1) year from the date of the termination or expiration.

Agreed to and accepted this 10 day of March, 2016

Pro Computer Service, LLC

By: [Signature]

David H. Jordan
Print Name

COO
Title

The County of Gloucester

By: [Signature]

PETER MERCANTI
Print Name

Purchasing Director
Title