

FILED

Resolution 8-1

JUL 27 2010

Joe Aiello
Sangamon County Clerk

Telecommunication Consulting
Service Agreement

WHEREAS, Sangamon County has telecommunication equipment and contracts for phone & data services to perform it's daily business.

WHEREAS, the current Master Discount Agreement that covers phone services and data lines with SBC Global Services negotiated by a telecom consultant, who no longer is in business, has expired.

WHEREAS, Sangamon County does not have a telecommunication manager nor any staff member experienced and knowledgeable in telephone rates to perform telephone services contract negotiations.

WHEREAS, Sangamon County desires to reduce and save on its telecommunications costs.

WHEREAS, four telecommunication consultants that provide telecommunication services were contacted about their service offerings. After reviewing all four, it was determined that Ed Fromkin & Associates, Inc.(EFA,Inc) doing business as Abilita of Arlington Heights, offers the services that Sangamon County is seeking.

WHEREAS, Sangamon County agrees to pay EFA, Inc. as its fee for services rendered under the agreement forty-five (45) percent of all savings realized from each approved recommended implementation, for a period of twenty-four (24) months from the date of receipt of the first issued EFA, Inc. savings fee invoice.

NOW, THEREFORE, BE IT RESOLVED, by the Members of the Board of Sangamon County, Illinois in session this 10th day of August, 2010, that Sangamon County along with Child Advocacy Center, Sangamon County Circuit Courts, and Sangamon County Emergency Telephone System Department enter into an agreement with Abilita known as Ed Fromkin and Associates, Inc. to reduce and save money on telecommunication costs as outlined in Abilita's Service Agreement.

Building & Grounds Committee

Rosemarie Long
[Signature]
Steve Turner
[Signature]
Josh Musgrave

RECEIVED
JUL 26 2010
Paul Palazzoio
SANGAMON COUNTY AUDITOR

Ed Fromkin & Associates, Inc.
715 Nichols Road
Arlington Heights, IL 60004

Voice: 847.870.8621
Cell: 847.602.7473

SERVICE AGREEMENT

Between: Sangamon County, Illinois - and Ed Fromkin & Associates, Inc. (Operating as Abilita)

AGREEMENT TERMS

1. The client hereby authorizes Ed Fromkin & Associates, Inc., (referred to as EFA, Inc.) operating as Abilita to review its telecommunications systems and to submit recommendations for improvements including recommendations for possible savings. This review may include the review of existing phone provider systems, services, telecom equipment, suppliers (providers), plans and other telecom functions; and the recommendations may include alternate methods, systems, services, equipment, suppliers (providers) or plans or other suggestions for improvement or cost savings.
2. All recommendations for improvements to the telecommunication system including recommendations for possible savings made by EFA Inc. are subject to the client's approval. No action regarding such changes shall be undertaken without the prior consent of the client. Any recommendations or telecom provider promoted programs acted upon by the client within the twenty four (24) months of the service agreement shall be deemed to be accepted by the client. If during the term of the service agreement, EFA, Inc. previously recommended savings opportunities are acted upon by the client without involving EFA, Inc.'s service agreement services, this shall still be considered savings under the service agreement with applicable savings fee amount still due EFA, Inc.
3. The client hereby authorizes EFA, Inc. to identify and pursue, on the client's behalf, possible refunds or credits due to billing errors or other causes. If credits, refunds or other causes reflect savings on the upcoming telecom provider's invoices to the client then in addition to the refunds or credits, savings fees on upcoming invoices for the duration of 24 months from the first invoice reflecting the reduced rate apply. (an example but there can be other causes, if a incorrect usage charge not in compliance with an on-going in place contract is identified by EFA, Inc. as part of an audit activity then EFA, Inc. can pursue the credit and refund for past erroneous telecom supplier (provider) charges and can charge further monthly or quarterly EFA, Inc. fees based on this corrected usage savings for a period of 24 months).
4. The client will provide EFA, Inc. with equipment records, telecommunications invoices, contracts and other related information, as well as written authorization for EFA, Inc. (Letter of Authorization to suppliers (providers) to receive all such records and information directly from suppliers (providers), during the payment term of this agreement as required by EFA, Inc.
5. All records and information submitted for review by the client shall be held in the strictest confidence by EFA, Inc. , and EFA, Inc. is responsible for ensuring compliance with all applicable laws regarding confidentiality of Client's records and information, including but not limited to: confidential information contained in Client's juvenile, law enforcement, court and emergency response records, if any, which are produced by Client to EFA, Inc. as part of its review.

EFA, Inc. may use its own employees or subcontractors to perform services under this Agreement, provided that any such employee or subcontractor shall be bound by the terms and conditions of this Agreement and EFA, Inc. shall guarantee their performance and compliance with this Agreement, included but not limited to their obligations of confidentiality.
6. All recommendations, actions and suggestions submitted by EFA, Inc. for the client's consideration shall be held in the strictest confidence by the client to the extent allowed by applicable law. Client shall not use EFA, Inc.'s work product, recommendations, or advice other than pursuant to this Agreement.
7. The term of this Service Agreement shall be twenty - four (24) months.



PAYMENT TERMS

8. The client agrees to pay EFA, Inc., as its fee for the services rendered under this agreement, forty-five (45) percent of all savings realized from each recommended implementation as a result of the acceptance of recommendations made by EFA, Inc. and reductions in cost realized as a result of EFA, Inc. instigation or negotiation of such cost reductions, for a period of twenty - four (24) months from the date of receipt of the first issued EFA, Inc. savings fee invoice which occurs after each of the supplier's (provider's) new savings program, or cost reduction implementation begins after which time the entire savings will accrue to the client. If a client expands offices, new locations or adds lines or circuits or phones, the savings applies to the additions for the same type of implementations and the savings cost basis will be derived from a like client installation. Likewise, if a client reduces office locations, lines, circuits, phones then EFA, Inc. will reflect only the actual lines, circuits or locations or phones in determining the actual monthly savings. If a major expansion or acquisition by the client results in significant savings under the EFA, Inc. implementation, then the increment only can apply to a separate 24 month duration.

Our terms are 45 days of the EFA, Inc. invoice. Late fees of 1% per month are charged on late payments.

9. Verification of savings will be conducted on a monthly basis and at EFA, Inc. discretion can be moved to a quarterly review. EFA, Inc. needs to receive copies of invoices on a timely basis (normally within five days of the invoices being received by client) and/or authorization and access from the client to a suppliers (providers) on-line bills for client's monthly telecom supplier (telecom provider) bills to verify savings, credits and refunds otherwise, EFA, Inc. will bill its fee based on an average monthly savings.

10. The client also agrees to pay EFA, Inc., forty-five (45) percent of each refund or credit or other consideration realized based on EFA, Inc.'s identification of billing errors or other causes. Payment will be due upon receipt of the refund, credit or consideration by the client.

11. EFA, Inc. will provide invoices detailing the computation of savings and refunds.

12. If any provision of this Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, such unenforceable, invalid or illegal provisions shall not affect the remainder of this Agreement.

13 This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors.

14 If either party breaches any of the terms of this Service Agreement or if client fails to make any payments when due under this Service Agreement, the prevailing party (as determined by a court of competent jurisdiction) shall pay the reasonable costs and expenses, including reasonable attorney's fees, incurred by the party seeking to enforce the Service Agreement or to collect any payment due under this Service Agreement.

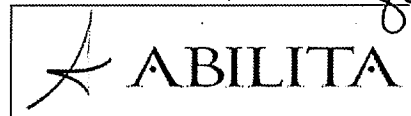
15 The validity of this Agreement and the interpretation and performance of all of its terms shall be governed by the state of Illinois.

OTHER SERVICES

16. Telecommunications consulting project services, billed on an hourly basis are also available. An estimate will be provided and agreed upon by the client and EFA, Inc. before proceeding with any consulting project.

17. The Abilita Service under this agreement is not involved in bill payment in any way with phone providers and it does not include trouble ticket handling for any outage, phone provider service issues or technical issues... The monitoring and handling of service issues and any other telecom consulting services are applicable under separate discussion and EFA, Inc. written agreements.

18. This Agreement may be executed in counterparts.



SIGNATURE PAGE

Sangamon County, Illinois

200 S. Ninth St.
Springfield, IL 62701
Phone 217 535 3175

Ed Fromkin & Associates, Inc. (DBA as Abilita)
715 Nichols Road
Arlington Heights, IL 60004
Phone 847 870 8621

Signature of Authorized Client
Representative (s)
I (we) have the authority to bind Sangamon
County Illinois

Signature _____

Edward J. Fromkin
President

Sangamon County Circuit Court

Signature _____

Print Name _____

Title: _____

Date: _____

Child Advocacy Center

Signature _____

Print Name _____

Title: _____

Date: _____

Sangamon County Emergency Telephone
System Department

Signature _____

Print Name _____

Title: _____

Date: _____

Signature _____

Print Name _____

Title: _____

Date: _____

ATTACHMENT A

For the specific Abilita Savings Optimization to cover the ATT contract that expired in June 2010, for calculating the current rate for the savings calculation, Abilita will utilize four months of bills, April, May, June, July (needing two months in contract rates and two months out of contract rates) to calculate an average current rate taking into account the contract rate and the increased ATT out of contract rate.

SIGNATURE PAGE - Attachment A

Sangamon County, Illinois

200 S. Ninth St.
Springfield, IL 62701
Phone 217 535 3175

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Abilita)
715 Nichols Road
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Date: _____