

# RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **DA16-0209-6**

Date of Adoption **FEBRUARY 9, 2016**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

PRESENTED BY COUNCIL MEMBER **COX**

SECONDED BY **FREDERIC**

## AUTHORIZING A NON-FAIR AND OPEN AGREEMENT FOR AUDITING SERVICES FOR ALL TOWNSHIP TELEPHONE BILLS

WHEREAS, it has been determined that the Township owns several telephone lines and an audit is required to determine what lines are needed for Township business; and,

WHEREAS, our telephone provider Verizon Service no longer provides auditing service of telephone lines/bills; and,

WHEREAS, it was recommended that Tryon Clear View Group, LLC can provide the Township with auditing all the township's telephone lines, provide a historical analysis of overage and eliminating or reduce charges of items that are unnecessary and negotiate a lower monthly annual fee for service; and,

WHEREAS, the Township will not pay this vendor for this service but the vendor will receive thirty (30%) percent of any credits, refunds and savings received from the telephone company.

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON:

1. This agreement will be valid for one year starting on February 08, 2016 until February 08, 2017.
2. The Township Attorney will prepare the appropriate contract for this service.
3. The Township Clerk will advertise the attached resolution in the newspapers.

RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary agreement and the Mayor and Township Clerk are authorized and directed to sign the same.

### RECORD OF COUNCIL VOTE

X = Indicates Vote    N.V. = No Vote    A.B. = Absent

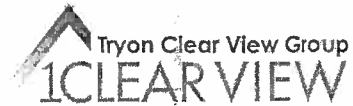
COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BURGESS, 1ST VICE PRESIDENT	<b>X</b>				JONES, 2ND VICEPRESIDENT				<b>X</b>
COX	<b>X</b>				LYONS	<b>X</b>			
HUDLEY				<b>X</b>	FREDERIC, PRESIDENT	<b>X</b>			
INMAN	<b>X</b>								

PRESIDENT OF COUNCIL *Cox* MUNICIPAL CLERK *Frederic* DATE **FEB 9, 2016**

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK *Frederic* DATE **FEB 09 2016**

ADMINISTRATOR ☐ ASSESSOR ☐ BLDG ☐ CFO ☒ COLLECTOR ☐ COURT ☐ ENGINEER ☐ FIRE ☐ HEALTH ☐ HOUSING ☐ INIC ☐ JUDGE ☐  
LEGAL ☒ LIBR ☐ LICEN ☐ MAYOR ☐ OCDP ☐ PARKS ☐ PAYROLL ☐ PUBLIC SAFETY ☐ DIR ☐ PUBLIC WORKS ☒ PURCHASING ☒ SEC ☐ PB/ZBA ☐  
TRAFFIC ☐ ZONING ☐ OFF ☐ DLGS ☐ GNCD ☐ OTHER(S): \_\_\_\_\_



## Tryon Clear View Group, LLC Service Agreement

This Service Agreement ("Agreement"), effective this \_\_\_\_ day of \_\_\_\_\_, 2016, is made between The Township of Irvington, New Jersey, 1 Civic Square, Irvington, New Jersey 07111 ("Client") and Tryon Clear View Group, LLC, 104 Palmer Street, Tryon, NC 28782, a North Carolina Limited Liability Company ("Company").

### SCOPE OF SERVICES

1. Client authorizes Company to review of the following areas:

	Initialed	Contact (Department Head)
<input type="checkbox"/> telecommunications	_____	_____
<input type="checkbox"/> cable, satellite	_____	_____
<input type="checkbox"/> natural gas	_____	_____
<input type="checkbox"/> ancillary gases	_____	_____
<input type="checkbox"/> electric	_____	_____
<input type="checkbox"/> waste	_____	_____
<input type="checkbox"/> copiers	_____	_____
<input type="checkbox"/> other: _____	_____	_____

This review will include a review of billing errors, improvements and/or cost savings and an analysis of existing systems, services, equipment, suppliers and plans. In view of the substantial effort and costs expended by Company in performing such review. Client agrees to provide Company with a complete list of any changes, additions, or reductions in current vendor services currently planned or under consideration, prior to initiation of Company's review, Client agrees that there will be no new contracts signed and no existing contracts altered during this review. Similarly, except for those so disclosed to Company, Client agrees to make no changes to its plans or systems during Company's review. Scope of our analyses includes: taxes and regulatory fees, contracts and invoices for the above selected areas.

2. Cost savings may be realized from:

- refunds and ongoing savings as a result of errors and overcharges found in historical bills.
- eliminating or reducing charges for items that are unnecessary and do not affect service.
- negotiating or assisting Client in negotiating, a more cost effective plan with another supplier, and/or your current supplier.
- savings arising, directly or indirectly, from Company recommendations for other changes implemented by Client.

3. The Client hereby authorizes Company to pursue cost savings identified above without impacting the Client's operations. While Company, with the prior permission of Client, may pursue changing providers, the Client is not required under any circumstances to change vendors. Any recommendations used by Client to implement changes within twenty-four months of submission or during the Company's review shall be deemed accepted by the Client. The corresponding fee as set forth in Section 8 of this Agreement (30% of any credits, refunds and savings realized) shall be due and payable to Company. In addition, recommendations for one location are applicable to all locations. Upon notification that implementation of approved changes has been completed, Client agrees to provide Company with a copy of the subsequent two months of invoices in order to validate that implementation has correctly occurred. Invoices will be presented to Yvonne Paganetti of Data Collection by email at [ypaganetti@oneclearview.com](mailto:ypaganetti@oneclearview.com) (tel: 828-859-0456 x224).

Because of the speed with which pricing changes may occur, the Client will have 30 days after it receives the findings and recommendations report to advise Company on whether it accepts or declines Company's discretion of the Client. If Client elects not to implement a Company recommendation, Client shall not implement said recommendations for twenty-four months after this Agreement terminates, without compensating Company as per this Agreement.

4. **Client Exclusions:** Client acknowledges that there are no negotiations in process with any service providers for credits, refunds or changes in any rates that result in savings to Client except for the specific issues listed below. Client acknowledges that there are no savings opportunities under study or in the process of being implemented except for the specific issues listed below. Issues NOT listed here that are on Company findings reports, faxes or emails shall be considered Company recommendations.

a) \_\_\_\_\_ Initials \_\_\_\_\_

b) \_\_\_\_\_ Initials \_\_\_\_\_

5. The Client represents that it is not currently under contract with and will not engage another firm or individuals to perform bill review and consulting services as agreed to hereunder during the term of this Agreement, including internal review of the selected areas.

6. The Client will provide/or provide access to Company all the items necessary to complete its assessment.

7. Company shall hold all Client records and information submitted for review in the strictest confidence and all of its recommendations, actions and suggestions submitted to the Client in the strictest confidence.

## **PAYMENT TERMS**

8. The Client agrees to pay Company 30% of the savings achieved from Company's review of all accounts in selected areas.

- a) Amounts due resulting from one-time historical refunds or adjustments will be billed by Company and shall be paid by Client within thirty days of the date Client receives refund from the supplier.
- b) Amounts due as a result of ongoing savings from Item 2 above will be billed by Company and paid by Client in twenty-four monthly installments during the twenty-four months following the implementation of changes that the Client agreed upon.
- c) All payments are due to Company within forty-five days of invoice date. Payments received after due date are subject to late fees of 1% of unpaid balance. Client's payment obligations may extend beyond the end date of this Agreement.

If the Client does not receive a refund, credit or cost reduction, there will be no fee due Company.

9. Client has the right to terminate this Agreement at any time upon thirty (30) days written notice to Company. Provided, if Client terminates this Agreement after Company has performed the analysis and recommended areas of savings, and the Client accepted such savings, Company shall be deemed to have earned the compensation set forth in this Agreement, and Client shall pay Company the entire amount for the entire payment period due under the contract.

## **COMPLETE AGREEMENT - JURISDICTION**

10. Both parties agree that this Agreement is final and all-inclusive and cannot be amended unless agreed to in writing by both parties. It is agreed that the law of State of New Jersey shall apply in the event of any dispute and both parties agree to the personal jurisdiction of the courts of Essex County, New Jersey. In the event of a dispute, each party shall be responsible for its own legal fees.

## **DISPUTE RESOLUTION**

11. Should there be any controversy, dispute or claim, lying either in contract or tort and arising out of or in connection with this Agreement (hereinafter a "dispute" or "disputes"), the Parties shall first attempt to settle the matter by mutual negotiations. If these negotiations are unsuccessful, or if it appears to either Party that negotiations are stalled, the dispute must be submitted to mediation to be held in Essex County, New Jersey. In the event the parties cannot resolve any disputes in mediation, the Parties agree that all disputes between themselves regarding any aspect of performance by either Party, any dispute regarding the interpretation of this Agreement or any dispute regarding compliance of either Party with the terms of this Agreement, shall be resolved through binding arbitration. The arbitration shall be held in Essex County, New Jersey. Unless the Parties agree otherwise, the American Arbitration Association shall administer any arbitration commenced pursuant to this Agreement and shall apply its Commercial Arbitration Rules.

In the event of arbitration, litigation or other legal action relating to the enforcement of rights under this Agreement, the substantially prevailing party shall be entitled to recover all expenses related to such arbitration, litigation or other legal action, including attorneys' fees and costs, from the non-prevailing party.



THE TOWNSHIP OF  
**IRVINGTON**  
— NEW JERSEY —

LETTER OF AUTHORIZATION  
Telecom

Please be advised that **Tryon Clear View Group, LLC** is hereby engaged and authorized to act as agent and consultant for the undersigned in all matters pertinent to our services with your company.

This authorizes you to disclose account history and information to **Tryon Clear View Group, LLC** regarding our services, including giving them any information they need to access our information on-line, such as user ID and passwords.

We release any concerned vendors from any claims, damages or expenses resulting from unauthorized use of this information by **Tryon Clear View Group, LLC**. We ask that you give full cooperation and compliance to all requests from **Tryon Clear View Group, LLC**. This letter shall supersede all previous Letters of Authorization prior to the above date, thereby canceling their terms and conditions. This agency shall remain in effect for three years from date of signature.

Please forward a copy of our current vendor agreement to:

Yvonne Paganetti [ypaganetti@oneclearview.com](mailto:ypaganetti@oneclearview.com) or (800) 259-One View x224

We appreciate your prompt response to this request. If you have any questions regarding this request, please forward all inquiries to **Tryon Clear View Group, LLC** and they will be happy to respond.

Authorized Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Federal ID # \_\_\_\_\_  
Date \_\_\_\_\_

The Township of Irvington, New Jersey  
MUNICIPAL BUILDING 1 CIVIC SQUARE IRVINGTON, NEW JERSEY 07111

American Arbitration Association shall administer any arbitration commenced pursuant to this Agreement and shall apply its Commercial Arbitration Rules.

In the event of arbitration, litigation or other legal action relating to the enforcement of rights under this Agreement, the substantially prevailing party shall be entitled to recover all expenses related to such arbitration, litigation or other legal action, including attorneys' fees and costs, from the non-prevailing party.

#### **HOLD HARMLESS/INDEMNIFICATION**

Company agrees to indemnify, hold harmless and defend Client from and against any and all claims, suits, actions, damages, or causes of action arising out of the willful or negligent acts of Company arising out of in connection with the provisions of this Agreement.

#### **SUCCESSORS & ASSIGNS**

12. This Agreement shall be binding upon any successors or assigns of Client, including any purchaser of the stock of Client or the assets of Client that concern the areas selected for review hereunder.

#### **AGREED TO AND ACCEPTED:**

##### Client

The Township of Irvington, New Jersey  
Client Name

1 Civic Square, Irvington.  
Address

New Jersey 07111  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature of Authorized Client Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

##### Company

TRYON CLEAR VIEW GROUP, LLC

104 Palmer St  
Address

Tryon, NC 28782  
Address

(800) 259-6638  
Phone

(704) 973-0723  
Fax

\_\_\_\_\_  
Signature

Laura Terranova  
Print Name

CEO  
Title

\_\_\_\_\_  
Date

Account Executive: Carol Scates