

A RESOLUTION AWARDING A TELECOMMUNICATION AND UTILITY AUDIT
CONTRACT TO UTILITIES REDUCTION SPECIALISTS

Resolution No. 60/2004-05

BE IT RESOLVED by the Board of Aldermen that the Town Manager is authorized to execute a contract with Utilities Reduction Specialists to conduct a telecommunication and utility audit.

NORTH CAROLINA

TOWN OF CARRBORO

CONTRACT

Town of Carrboro, a body politic organized and existing under the laws of the State of North Carolina, hereinafter referred to as "Town"; and UTILITIES REDUCTION SPECIALISTS, INC., a corporation organized and doing business under the laws of the State of North Carolina, hereinafter referred to as "Specialists", do hereby agree and covenant as follows:

WITNESSETH:

1. Specialists agree that it will:
 - A. Conduct a utility audit by analyzing: telephone billings and records; electric billings and records; gas billings and records as directed by Town.
 - B. Seek refunds and credits for billing errors;
 - C. It will create a cost savings plan which will identify and implement actions and Modifications to reduce billings.

2. The Town agrees as follows:
 - A. It will retain Specialists as its exclusive utility consultants;
 - B. It will provide Specialists with one (1) month of all Town telephone and energy bills.
 - C. It will compensate Specialists as follows: For refunds, credits, and/or future cost reductions as demonstrated over the twenty-four (24) month period following the implementation of the cost reduction plan, the fee will be 50%, not to exceed \$15,000. Once the \$15,000 fee is attained, for any additional future cost reductions and/or credits that result from the Specialists' audit the fee will be 25%.

3. The parties agree that in the event the Town is required to make any expenditures whatsoever to obtain equipment/services to implement the cost savings, the Town's approval will be obtained in advance by Specialists and the expenditure will be pro-rated over the life expectancy of the equipment and the pro-rated monthly cost will be fully deducted from the savings prior to the calculation of fees.

4. The parties further agree that the following actions will be excluded as fee item under the cost savings plan:
 - A. _____
 - B. _____

5. The parties further acknowledge that if the Town does not receive a refund/credit or expense reduction, there will be no fee for the Specialists' services.
6. Any court action filed in reference to this contract must be filed in the North Carolina State Courts in Orange County, North Carolina. This contract may not be assigned without written consent of the Town.
7. Specialists retains the exclusive right to conduct any utility audit during the term of this agreement which is from the date of the Town's acceptance until the receipt of the final report. During this period, should any in-house review or any other vendor, business, or entity conduct any analysis or audit, Specialists will be entitled to the fee as described in Paragraph 2 C above for savings produced by the cost reduction program and/or credits or refunds.
8. The parties acknowledge that Town has the right to accept or reject any or all of cost savings plan or recommendations made by Specialists.
9. The parties acknowledge that Specialists will provide audit results back to Town within a nine (9) month period from date of this agreement. If Specialists fails to comply with this time frame, this agreement is no longer in effect and Town is under no obligation to Specialists for their services.
10. The parties acknowledge that this agreement constitutes the entire and complete understanding of the parties and supersedes and replaces all previous written and verbal agreements.

This the _____ day of _____, 2004

Town of Carrboro

Town Manager

ATTEST:

UTILITIES REDUCTION SPECIALISTS, INC.

By: _____

Steven D. Mann, President

ATTEST:

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STATE OF NORTH CAROLINA

TOWN OF CARRBORO

I, _____, a Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledged that she is Town Clerk and that, by authority duly given and as the act of the Board of Aldermen, the foregoing instrument was signed in its name by its Manager, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and notarial seal, this the ____ day of _____, 2004.

Notary Public
My Commission Expires:

STATE OF NORTH CAROLINA

I, _____, a Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledged that he is the President for UTILITIES REDUCTION SPECIALISTS, INC., a corporation organized under the laws of the State of North Carolina, and as the act of the corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and notarial seal, this the ____ day of _____, 2004.

Notary Public
My Commission Expires:

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: _____

Finance Officer

APPROVED AS TO FORM:

Date: _____

Town Attorney