



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 7/13/2023

**File ID:** TMP-3106

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**Department:** ITS

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and The SpyGlass Group, LLC, for an audit of telecommunications service accounts.

Resolution No.

**Finance Information:**

**Account Number:** 1000-17-17100-515370

**City Cost Amount:** TBD

**Total Cost:** 40% of any Cost Recovery, 9 times any Service Elimination, 9 times Cost Reduction Savings.

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

Independent contractor to analyze the primary telecommunications service accounts to include voice, data, internet, cloud services and mobility/cellular.



**RESOLUTION NO. 23-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama that the Mayor be, and he is authorized on behalf of the City of Huntsville, a Municipal corporation in the State of Alabama, to enter into an Agreement by and between the City of Huntsville and The SpyGlass Group, LLC which said Agreement is substantially in words and figures similar to that certain document attached hereto and identified as “SpyGlass Snapshot Audit Agreement between the City of Huntsville and SpyGlass Group, LLC.”, consisting of two (2) pages, and the date of July 13, 2023 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the office of the City Clerk of Huntsville, Alabama.

**ADOPTED** this 13th day of July 2023

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President of the City Council of the  
City of Huntsville, Alabama

**APPROVED** this 13th day of July 2023.

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Mayor of the City of Huntsville,  
Alabama

## SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **City of Huntsville** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

**1. Primary Audit Services.** Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Voice, Data, Internet, Cloud Services, SaaS Licensing, and Mobility) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company. Upon completion of implementation, Auditor will conduct an Industry Benchmark Analysis ("IBA") Meeting to compare Company's spending and audit results against industry peers as well as all SpyGlass clients, officially bringing closure to the engagement.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

Auditor will complete its initial analysis and deliver recommendations to Company within 8 weeks of Auditor receiving all materials required from Company and its providers to perform the analysis.

**2. Fees.** Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 40% of any "Cost Recovery", as defined below
- 9 times any "Service Elimination Savings", as defined below
- 9 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

**3. Invoicing and Payment.** Fees for Cost Recovery are due as a one-time payment within 45 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 45 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

**4. Confidential Information.** Auditor shall keep confidential and shall not divulge to any other person or entity who is not a director, officer or employee of Company, during the term of this Agreement or thereafter, any of the business secrets or other confidential information regarding Company which information has been received or become known to Auditor in the course of its consulting services hereunder and which has not otherwise become public knowledge; provided, however, that nothing in this Agreement shall preclude Auditor from disclosing information (a) to parties retained to perform services for Company, or (b) as may be required by law. Company shall keep confidential and shall not divulge to any other person or entity who is not a director, officer or employee of Auditor, during the term of this Agreement or thereafter, any of the business secrets or other confidential information regarding Auditor which has not otherwise become public knowledge, including, without limitation, Auditor's consulting services pricing structure, method of performing such consulting services and any of the details of this Agreement; provided, however, that nothing in this Agreement shall preclude Company from disclosing information as may be required by law.

**5. Miscellaneous.** This agreement is governed by the laws of the State of Ohio, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. In the event of any litigation, proceeding or legal action arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees, court costs, and other expenses incurred in connection with such dispute or legal action, in addition to any other relief granted. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

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President of the City Council of the  
City of Huntsville, AL  
Date: July 13, 2023

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

**COMPANY**

City of Huntsville

Signature: \_\_\_\_\_

Print Name: Tommy Battle

Date: 7-13-23

**AUDITOR**

The SpyGlass Group, LLC

DocuSigned by:  
Signature: Edward M. DeAngelo

Print Name: Edward M. DeAngelo

Date: 6/27/2023