



**COUNTY COMMISSION
BALDWIN COUNTY**

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Bay Minette, Alabama 36507
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(251) 580-2500 Fax

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Anu Gary
Administrative Services Manager
agary@baldwincountyal.gov
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Assistant Administrative Services Manager
Kristen.rawson@baldwincountyal.gov
(251) 580-1696

June 9, 2022

Mr. Edward M. DeAngelo
25777 Detroit Road
Suite 400
Westlake, Ohio 44145

**RE: The SpyGlass Group, LLC - SpyGlass Snapshot Audit Agreement for
External Telecommunications**

Dear Mr. DeAngelo:

Please find enclosed a **fully executed copy** of the *Audit Agreement* between Baldwin County Commission and the SpyGlass Group, LLC, approved during the May 17, 2022, Baldwin County Commission regular meeting to analyze its primary telecommunications service accounts (Voice, Data, Internet, Cloud Services and Mobility/Cellular) to seek cost recovery, service elimination and cost reduction recommendations.

The *Audit Agreement* commenced on May 23, 2022.

If you have any questions or need further assistance, please do not hesitate to contact Brian Peacock, CIS Director, at (251) 937-0264.

Sincerely,

KRISTEN M. RAWSON
Assistant Administrative Services Manager
Baldwin County Commission

KMR/jb Item BH2

cc: Brian Peacock
Ronald J. Cink
Susan Kilby-Aaron
Bill Lawrence - wlawrence@spyglass.net

ENCLOSURE(S)

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between County of Baldwin ("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 and Mobility/Cellular) 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.

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:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 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 10 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 10 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. **Miscellaneous.** This agreement is governed by the laws of the State of Alabama, 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. 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.

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

COMPANY

County of Baldwin

Signature: 

Print Name: JAMES B. BELL

Date: 05/17/2022



AUDITOR

The SpyGlass Group, LLC

Signature: 

Print Name: Edward M. DeAngelo

Date: 5/23/22

**Letter of Agency – Authorization to Access
Telephone Provider Records**

By signing this letter below, I am giving authorization to The SpyGlass Group, LLC and its affiliates (a) to access any and all customer service records, account information, contracts, long distance carrier information, pending order activity and/or any other information relevant to my local or long distance telecommunications service (voice or data), and (b) to establish electronic or online access to any billing for such service, if not already established, or if already established, to be provided login information for such electronic or online access. At SpyGlass' request, I give authorization to Provider to transmit customer service records and any requested documentation via email, fax to 440-348-9355 or mail to The SpyGlass Group, LLC, 25777 Detroit Rd., Ste. 400, Westlake, Ohio 44145. I represent that I have the authority to execute this form and grant this permission and I hereby desire for SpyGlass to be added as an authorized point of contact (POC) for these accounts. This permission shall remain in effect until I affirmatively revoke it. If I withdraw the authorization set forth in this Letter, I will notify Provider immediately in writing.

Client Information:

Signing Employee's Name:

James E. Ball

Company Name:

Baldwin County Commission

Address:

312 Courthouse Square, Ste 12

City, State, Zip:

Bay Minette Alabama 36507

Telephone:

251-937-0264

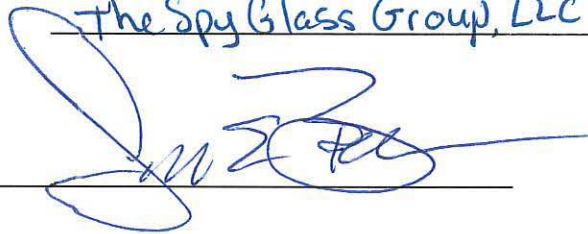
Provider Information:

Provider Name:

The Spy Glass Group, LLC

Account Number (s):

Authorized Signature:



Date: 05/17/2000

