

CITY COUNCIL

The City of Orange Township, New Jersey

DATE ~~December 6, 2022~~

NUMBER ~~460-2022~~

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH THE SPYGLASS GROUP, INC. TO AUDIT THE CITY OF ORANGE TOWNSHIP'S VOICE, DATA, INTERNET AND TELECOMMUNICATION SERVICE ACCOUNTS FOR COST RECOVERY AND REDUCTION.

WHEREAS, there exists a need to authorize the execution of the contract for audit services for the City of Orange Township for the purpose of auditing and investigating the City's voice, data, internet and telecommunication service accounts for cost recovery and reduction; and

WHEREAS, it has been determined that The SpyGlass Group, Inc. is uniquely skilled and the best qualified company to provide the necessary professional services in providing said audit advice; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that a resolution authorizing the award of contracts for "professional services" without competitive bids must be publicly advertised; and

WHEREAS, The SpyGlass Group, Inc. will be compensated for their services on a contingency basis through the City's cost recovery, service elimination savings, and cost reduction savings as defined in the Snapshot Audit Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Orange Township that the Mayor is hereby authorized to execute a contract with The SpyGlass Group, Inc. for the audit of the City's voice, data, internet and telecommunication service accounts for cost recovery and reduction.

Adopted: December 6, 2022

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **City of Orange Township** ("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:

- 33% 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 30 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 30 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 New Jersey, 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

AUDITOR

City of Orange Township

The SpyGlass Group, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: Edward M. DeAngelo

Date: _____

Date: _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
The SpyGlass Group, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
25777 Detroit Rd, Suite 400

6 City, state, and ZIP code
Westlake, Ohio 44145

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-				
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OR

Employer identification number

4	6	-	1	5	2	0	2	1	3
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Brady W. Clark Date ▶ 1/03/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: THE SPYGLASS GROUP LLC

Trade Name:
Address: 25777 DETROIT ROAD STE 400
WESTLAKE, OH 44145

Certificate Number: 1834226

Effective Date: November 12, 2013

Date of Issuance: June 30, 2022

For Office Use Only:

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