

ADDENDUM TO SPYGLASS SNAPSHOT AUDIT AGREEMENT

Between

Laramie County Government and The SpyGlass Group, LLC

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and The SpyGlass Group, LLC, 25777 Detroit Rd, Suite 400, Westlake, Ohio 44145 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the SpyGlass Snapshot Audit Agreement submitted by The SpyGlass Group, LLC to assist Laramie County in analysis of its telecommunication service accounts to recommend potential cost reduction strategies, attached hereto as Attachment A and fully incorporated herein (hereinafter "Agreement").

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

III. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide and complete the services described in Attachment A, attached hereto and fully incorporated herein.

B. COUNTY shall pay CONTRACTOR in accordance with the terms set forth in Attachment A. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. MODIFICATIONS

- A. Section 3 of Attachment A shall be modified as follows: **Invoicing and Payment.** Fees for Cost Recovery are due as a one-time payment within 40 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 40 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.

V. ADDITIONAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Preference-Wyoming Labor: Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S. §16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. §16-6-201 et seq.

C. Entire Agreement: The Agreement (1 page) and Addendum (5 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

D. Assignment: Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

E. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

F. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

The expiration or termination of this Agreement for any reason does not terminate the rights and obligations of the parties under Section 4 of Attachment A which shall survive any expiration or termination. The expiration or termination of this Agreement for any reason also does not terminate the obligations of COUNTY under Sections 2 and 3 of Attachment A to pay CONTRACTOR fees if COUNTY elects to implement any of the recommendations made by CONTRACTOR within twelve (12) months of COUNTY delivering the recommendation to COUNTY (even if COUNTY implements such recommendations on their own).

G. Invalidity: If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement and Addendum are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

I. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

J. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

K. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

L. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum and shall inure solely to the benefit of the parties to this Agreement and Addendum.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with CONTRACTOR'S negligence. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

N. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

O. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

P. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

Q. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

R. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

S. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations, and ordinances, whether Federal, State or Local.

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Between
Laramie County Government and The SpyGlass Group, LLC

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

The SpyGlass Group, LLC:

By:  _____ Date 10/31/2022
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By: L.L. Ulesee _____ Date 10.31.22
Laramie County Attorney's Office

**SpyGlass Snapshot Audit Agreement
Attachment A**

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **Laramie County, WY** ("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 Wyoming, 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

Laramie County, WY

Signature: _____

Print Name: _____

Date: _____

AUDITOR

The SpyGlass Group, LLC

Signature:  _____
DocuSigned by: 07B32E2058A04E2

Print Name: Edward M. DeAngelo

Date: 10/31/2022

SpyGlass

Challenging the Technology Cost Status Quo

Our robust technology expense audits are known for finding errors and inefficiencies in **99%** of engagements.

Mikayla Zernic | **Sr. Director, Sales**

(720) 593-1718 | mzernic@spyglass.net



Agenda

SpyGlass



Insights

Industry statistics



Introductions

Group share



Our Customers

Successful projects



Our Process

Simple and efficient



Success Based

We win together



Next Steps

Moving forward

Insights

SpyGlass



30%

Telecom contract optimization yields average savings of 15 to 30%; subscription/service optimization yields 10 to 25% based on CIO.



15%

The Motus Cost of Idle Assets report found that companies have anywhere from 10% - 15% of company-owned devices going unused.



18.6%

According to the Tax Foundation, the extra taxes on cell phone bills have increased by nearly 4.5% in the last 10 years to a shocking 18.6%.



93%

A recent survey by CloudCheckr found 93% of businesses face challenges with budgeting infrastructure cloud costs.



35%

Flexera noted, "organizations waste an average of about 35% of their cloud spend."



57%

More than 57% have experienced a negative business impact due to inefficient cloud cost management.

Technology Experts

SpyGlass

The SpyGlass Group

- Highly-personalized technology cost audit firm
- Over 20 years of experience
- Focused on reducing and recovering tech expenses
- Not a telecom provider or affiliated with tech vendors
- We don't sell technology hardware or service

Results Driven

- Country's largest database of middle market tech spend
- Historical information for voice, data, Internet, cloud services, and mobility pricing
- Award-winning process, software, and culture

13,000+

Clients and Growing

99%

Audit Savings Success

3,600+

Audits in 2019-2021

60%

Recovered Funds

\$124M+

Identified Savings

20%

Avg. Monthly Savings



About You

SpyGlass



Infrastructure



Billing



Initiatives

About Client

Coast Aluminum and Architectural is a national metal distributor of aluminum, brass, copper and stainless steel. With 15 locations throughout the U.S. and Mexico, Coast Aluminum has over 300 employees with annual revenue over \$163 million.

The Challenges

The only red flag alerting the team to check telecom service overcharges were large variances on the amount due. Recognizing the challenge of comprehending their overall technology service cost management picture, the controller and IT team contacted SpyGlass.

- Difficulty with cross-vendor analysis
- Multiple invoice types and billing methodologies
- Excessive unnecessary network feature charges
- Antiquated fixed-line services
- Forgotten phone lines after tech upgrades
- Unchecked mobility and wireless inventory, services and costs

The Strategy

To thoroughly understand Coast Aluminum's telecom and technology services network, SnapShot Audit experts analyzed:

Land Services

- Unused lines
- Excess features
- Redundant services
- Billing errors
- Outdated pricing

Wireless Services

- Unused phones
- Unused hotspots
- Wireless inventory
- Excessive fees

SpyGlass

The Results

After a highly comprehensive SnapShot Audit, Coastal Aluminum was able to significantly reduce their recurring technology expenses and reallocate funds to growth initiatives:

Annual Savings

\$60,000+

Mobility Savings

\$19,000+

Monthly Savings

\$5,000+



SpyGlass made the audit process really easy, even our IT manager was complimentary of the SnapShot Audit. For minimal work on our side, we realized reduced expenses that help us with the bottom line.

Kelly Stewart, Controller



Our Customers

SpyGlass

INSURANCE



"They were able to work with us to show us that maybe we didn't need as many PRIs as we were paying for. And they identified two of those that we didn't need, so that's **\$1,800 a month in savings.**"

Christopher McNulty, CFO

PUBLIC SECTOR



"We reduced or we found savings in the **neighborhood of about \$90,000.** They found situations where the contracts had expired, and AT&T automatically raised their price to us. We really didn't know it."

Ralph McBroom, Purchasing

SOFTWARE



"The biggest surprise to me were things like dormant lines going from Asia or Australia back to the U.S. was somehow getting ported four different times. It was like **\$10,000 a month** that ended up going to a VoIP solution."

Roman Telerman, VP of Finance

EDUCATION



"The big project they did for us generated a monthly savings amount of over \$6,000 per month. I mean, **\$76,000 in annual savings** could mean two paraprofessionals that could help our special education students."

Mindy Bradford, Director of Finance

Our Analysis

SpyGlass

Recovery

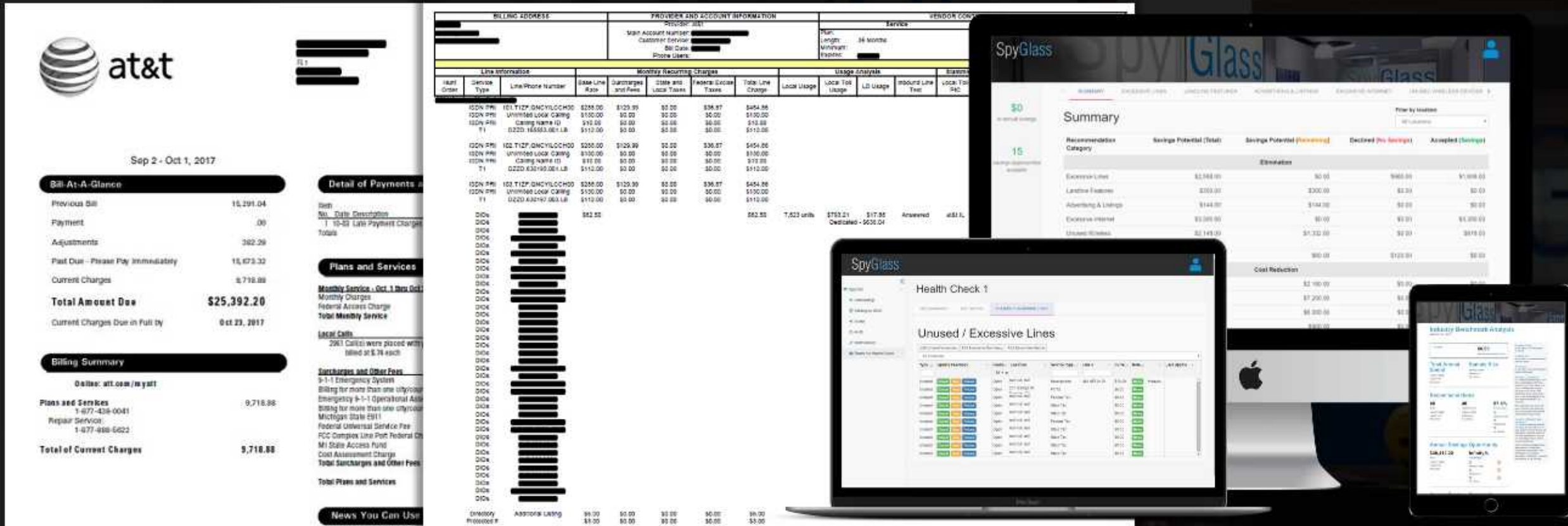
- Improper tax or tariff applications
- Improper discount applications
- Incomplete order entries

Service Elimination

- Dormant services
- Services associated with old locations
- Excessive services

Cost Reduction

- Latest discounts and promotions
- Plan optimization
- Benchmark analysis



Our Process

SpyGlass

Kickoff

Sales

- 2 most recent months of technology billing
- Letter of Agency
- Schedule a Kickoff Meeting

Analysis

Audit

- Dissecting all fixed and variable costs across all accounts
- Analyzing data from inventories, bills, contracts, tariffs, and usage information

Summary of Findings

Implementation

- Review of recommendations
- **Recovery**
- **Service Elimination**
- **Cost Reduction**

Benchmark

Strategic Services

- Compares spend against the industry
- Compares recommendations against the industry
- Finalize project

This agreement, effective as of the later of:

1. Primary Audit Services: Company is a service account (Voice, Data, Internet, C) subject to recommendations. Company is to conduct a Kickoff meeting with Company's Auditor will review the recommendations. Company elects for Auditor to implement.

While Auditor is performing its analysis, it

2. Fees: Company will pay Auditor the fee

(10) months of Auditor delivering the report

▪ 50% of any "Cost Recovery" and

▪ 10 times any "Service Elimination"

"Cost Recovery" is any refund, credit or

"Service Elimination Savings" is any refund

and discount per unit pricing realized by

Service Elimination Savings or Cost Reduction

3. Invoicing and Payment: Fees for Co

has been raised the refund, credit or

Service Elimination Savings are due in a one time

4. Miscellaneous: This agreement is go

and may be executed by electronic

signature the overall performance. Com

software manufacturer or vendor at any

agreement or in full of a party represents

where "in full" this agreement is being

INCIDENTAL, CONSEQUENTIAL, SPECIAL

OR BUSINESS INTERRUPTION, WHICH

ADVANCE. IN ADDITION, NO CLIENT

BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties have

COMBAT

PRINT ON
SPYGLASS WILL C

Letter of T

By signing this letter to

Group, LLC and its aff

records, account inform

pending order activity a

long distance telecom

establish electronic or

already established. I

information for such as

give authorization to Pr

requested documentati

SpyGlass Group, LLC,

I represent that I have

permission and I hereby

point of contact (POC)

effect until I affirmativ

in this Letter, I will not

Client Information:

Signing Employee's Na

Company Name:

Address:

City, State, Zip:

Telephone:

Provider Information:

Provider Name:

Account Number (s):

SpyGlass

Smith Industries Inc

ISD Action Items Hopper Export Recs

◀ CIRCUIT SCALABILITY ADVERTISING & LISTINGS MISCELLANEOUS

Excessive Internet

Update Forecasts Edit Incomplete Recs Add Recommendation

All Locations

Update Feedback Feed: Prov.: Account Number Service Ty

AI > X

Cancel Earth 05700000 Internet Acc

Keep Added 00000740 100MB DIA

Keep Added 00004740 20MB DIA

Keep Conn 00000770 231 Mbps I

Keep Spec 0100 20 007 07007 Internet Acc

Keep Earth 00420 Internet Acc

Reduce New Use

Reduce New Use

Reduce New Use

SpyGlass

Smith Industries Inc

ISD Action Items Hopper Export Recs

◀ RED SUMMARY PRI / VOICE CIRCUIT SCALABILITY WIRE MAINT

Rec Summary

Update Forecasts Add Recommendation

All Locations

Recommendation SFP # Billed Hopper Action Items

Unused Lines \$25,000.72 \$6,406.24 \$0.00 \$0.00 \$

Excessive Lines \$16,976.00 \$8,532.00 \$0.00 \$0.00 \$

PRI / Voice Circuit Scalability \$20,796.96 \$20,796.96 \$0.00 \$0.00

Wire Maintenance \$143.40 \$0.00 \$0.00 \$0.00

Advertising & Listings \$1,415.88 \$177.00 \$0.00 \$0.00

SpyGlass

Dashboard

Home

IPM Super User

SpyCare

Sales

AR

History

Industry Benchmark Analysis

Retail

\$339,184.08

Pre-Audit Annual Spend

Total Annual Spend

\$131,624.52

Industry State

\$144,886.04

Industry AI

\$152,124.84

All Clients

Sample Size

6

Industry State

498

Industry AI

12204

All Clients

Recommendations

230

Total

125

Industry State

43

Industry AI

67

109

Implemented

62

Industry State

9

Industry AI

15

47.4%

Percentage

49.6%

Industry State

20.9%

Industry AI

22.4%

Industry State

All our clients in your industry in

your state

Industry AI

All our clients in your industry in

the US and Canada

All Clients

All our clients across all

industries in the US and Canada

How Do I Compare?

Our performance benchmarks

have been established by

performing audits for over

11,000 clients of all sizes in

virtually every industry. Because

annual spend varies significantly

across clients, focus more on the

percentages than the dollar

figures to see how you compare.

Most importantly, you should not

worry that this tool either has

been professionally reviewed

and optimized by industry

experts.

How Do I Maintain and

Improve?

The recommendations provided

to you during this audit are made

to keep that all recommendations are visible at

the time of the audit, but that

Success Based

SpyGlass

We execute, you save

- Our fees are 100% Success-Based
- We earn ONLY what we implement
- You decide what we implement
- No cost for Analysis
- No cost for Inventories
- No cost for Benchmark

50%
Total Recovered

Recovery

1. We find \$10,000 in faulty charges historically billed and already paid
2. We work with the provider to ensure a credit or payment is issued
3. We earn \$5,000, half of the recovered funds

12x
Monthly Savings

Forward Looking

1. Our analysis identifies \$100 per month in unused services
2. We execute the cancelation of the unused services with the provider
3. We earn \$1,200 (\$100 monthly savings X 12 months)

Next Steps

SpyGlass

Learn about our process in this short video.



Direct contact.



Mikayla Zernic
Sr. Director, Sales



720.593.1718



mzernic@spyglass.net

Corporate info.



25777 Detroit Road, Suite 400
Westlake, OH 44145



1.877.4.SPY.NOW
1.877.477.9669



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Connect with us.



www.SpyGlass.net