

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between County of Burnet ("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 (local voice, long distance voice, data and Internet) to seek cost recovery, service elimination and cost reduction recommendations. Auditor will deliver the recommendations to Company, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

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 Texas, 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 warrant 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. 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 Burnet

Signature: D. Klaeger

Print Name: D. Klaeger

Date: 1-14-14

AUDITOR

The SpyGlass Group, LLC

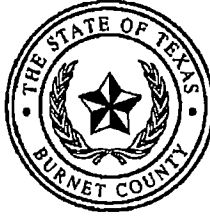
Signature: Edward M. DeAngelo

Print Name: Edward M. DeAngelo

Date: 1/14/14

REVIEWED BY:

Leslie B. Vance
BURNET CIVIL ATTORNEY
DATE: January 2, 2014



THE COUNTY OF BURNET

BURNET, TEXAS 78611

Letter of Agency – Authorization 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, customer proprietary network 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 via fax to 440-348-9355 or mail to The SpyGlass Group, LLC, 2001 Crocker Road, Suite 200, 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: Ms Jolene Mock

Company Name: County of Burnet

Address: 133 E. Jackson St.

City, State, Zip: Burnet, TX 78611

Telephone: (512) 756-5466

Provider Information:

Provider Name: _____

Account Number (s): _____

Authorized Signature: DKlaeger

Date: 1-14-14

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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:

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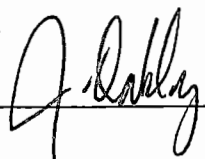
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3. Invoicing and Payment. Fees for Cost Recovery are due as a one-time payment within 30 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction 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. Miscellaneous. This agreement is governed by the laws of the State of Texas, 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



Signature: _____

Print Name: _____

Date: _____

AUDITOR

The SpyGlass Group, LLC

Signature: _____

Print Name: Edward M. DeAngelo

Date: _____

**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: _____

Company Name: _____

Address: _____

City, State, Zip: _____

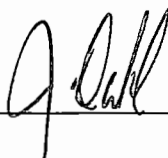
Telephone: _____

Provider Information:

Provider Name: _____

Account Number (s): _____

Authorized Signature: _____



Date: _____



Brenda Houston <bhouston@burnetcountytexas.org>

Fwd: Spyglass - Overview

1 message

Karin Smith <ksmith@burnetcountytexas.org>

Thu, Jan 19, 2023 at 12:32 PM

To: Stephanie McCormick <smccormick@burnetcountytexas.org>

Cc: Brenda Houston <bhouston@burnetcountytexas.org>, Judge James Oakley <judgejamesoakley@gmail.com>

Will you please place this contract on the next agenda?

Thanks,

Karin

Begin forwarded message:

From: Karin Smith <ksmith@burnetcountytexas.org>**Date:** January 5, 2023 at 11:57:17 PM CST**To:** Karin Smith <ksmith@burnetcountytexas.org>**Subject:** Fwd: Spyglass - Overview

Begin forwarded message:

From: Luke Watts <lwatts@spyglass.net>**Date:** August 22, 2022 at 10:46:49 AM CDT**To:** Karin Smith <ksmith@burnetcountytexas.org>**Subject:** FW: Spyglass - Overview**From:** Luke Watts**Sent:** Thursday, January 6, 2022 2:43 PM**To:** ksmith@burnetcountytexas.org**Subject:** Spyglass - Overview

Karin -

Good meeting with you today. Below is the video we discussed that reviews our model and process. Also, I attached an executive summary flyer and a checklist of the billing materials we can analyze. Per our discussion, we scheduled a follow up meeting **Friday, February 11th @11:00 AM** to answer any questions you have remaining. Looking forward to continuing the dialogue.

0. Billing from the most recent 2 month period for all services at all locations
 0. Voice services (VoIP, SIP, PRI, Conference Solutions, Analog, etc.)
 1. Data network services (WAN, MPLS, Fiber, SD-Wan, etc.)
 2. Internet connections
 3. Mobile/Cellular (smart phones, cell phones, hotspots, tablets, etc.)
 4. Cloud services (Data Center, Co-Location, Disaster Recovery, Fiber, etc.)
 5. Cable services

IMPORTANT: PLEASE INCLUDE ALL PAGES, FRONT AND BACK, INCLUDING ANY CALL DETAIL. FULL COPIES OF THESE BILLS CAN OFTEN BE DOWNLOADED FROM CARRIER ONLINE PORTALS

Technology Expense Management Consulting | SpyGlass

Best,

Luke Watts | Senior Director, Sales and Training

The SpyGlass Group, LLC

25777 Detroit Rd Ste 400 | Westlake, OH 44145

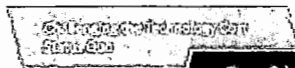
Direct: 972-863-2968 | Lwatts@spyglass.net

www.SpyGlass.net

6 attachments



image001.jpg
5K



SpyGlass

image002.png
12K



County of Burnet 1-14-14 fully signed.pdf
54K



County of Burnet BLANK LOA.pdf
42K



Texas contingency audit agt - 2021 - 30 day.doc
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NO INSTRUCTIONS - letter of authorization template master.doc
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