

**STATE OF GEORGIA
COUNTY OF COBB**

SHARED SAVINGS AGREEMENT

This Agreement is made and entered into this 25 day of July, 2022, by and between the City of Powder Springs, Georgia, a State of Georgia municipal corporation, hereinafter referred to as Client, and Cost Reduction Analysts of Atlanta Inc., an independently owned and operated franchise of P3 Cost Analysts, hereinafter referred to as Auditor. The effective date of this Agreement shall be when the Agreement is fully executed by both parties.

I. Purpose of Agreement

The purpose of Agreement is to state the terms and conditions under which Auditor is to provide Client with consulting services designed to obtain rebates and reductions in the areas of Utilities and Wireless/Telecom expenses. These professional services are intended to analyze existing Utility and Wireless/Telecom account expenses and allocations for conformance with relevant contracts to identify current or past overcharges, allocation discrepancies that resulted in overcharges to the Client, and opportunities for monthly savings. Utility and Wireless/Telecom accounts to be analyzed include, but are not limited to, Client direct usage accounts for its personnel and operations and other accounts contained on Exhibit A.

In consideration of the mutual promises contained within this Agreement, the parties agree to the following:

II. Scope of Services

The professional services to be furnished by the Auditor shall be those necessary for the Auditor to evaluate the client's Utilities and Wireless/Telecom account expenses and allocations including, but not limited to the examination of relevant contracts, bills, remittances, allocations and expenses incurred in these areas for the purpose of determining overcharges and incorrect allocations which may now exist or have in the past.

The Auditor will be responsible to provide necessary personnel with the technical expertise to collect and review documents and bills related to Utilities and Wireless/Telecom accounts. The Auditor will:

1. Analyze collected information and develop recommendations designed to reduce expenses and/or generate refunds. The Auditor provided recommendations will identify the overcharge or allocation error for each billing period, impact of overcharge or allocation error and recommendation for refund and/or correction.

As to past billing errors, the Auditor will draft demand letters to Utilities and Wireless Telecom to explain overcharges or incorrect allocations. The Auditor will attend meetings, as needed, with Utilities and Wireless Telecom to explain recommendations and provide necessary data for such recommendations.

As to recommended contract modifications, the Auditor will provide new or modified agreement request letters to Utilities and Wireless Telecom providers on behalf of the Client to explain and request agreement modifications that will result in the shared savings. The Auditor will attend meetings, as needed, with Utilities and Wireless Telecom to explain recommendations and provide necessary data for such recommendations.

2. Present recommendations along with the expected savings to CLIENT for review and approval. Approval of recommendations that yield a positive financial impact will not be unreasonably withheld by CLIENT.

3. Implement approved recommendations.

4. The Auditor shall begin the review as soon as the necessary vendor information is obtained from Client. Written recommendations to be received by Client within 4 months of Auditor obtaining the necessary information or within 5 months of this agreement signed date.

III. Client agrees to compensate Auditor as follows:

A. Auditor will receive a fifty percent (50%) share of all the rebates/refunds received as a result of Auditor's efforts.

B. Auditor will receive a percentage share of all the savings which are generated by Auditor efforts based on the following schedule: 50% of the first thirty-six (36) months of savings payable monthly. If savings cannot be achieved and received by the Client, then no fees shall be due Auditor under this Agreement.

The Client and Auditor shall work together to implement the recommendations as soon as possible after the recommendations are approved. The thirty-six (36) months of savings payable to the Auditor shall begin when the savings or overcharges are received by Client. Auditor will provide the start date of each savings item on the savings report provided to the client. Client acknowledges if large savings opportunities or refunds are uncovered it could take time to implement. As such, auditor has 12 months from the time recommendations are approved by the client to implement the findings.

C. Each billing month, Auditor will issue a Shared Savings Invoice. Shared Savings are calculated as the difference between Client's prior cost levels for audited expenses (benchmarks) and the lower cost levels set forth in new/modified Utilities and Wireless Telecom contracts or service agreements, or otherwise implemented for the Client with the agreement of the Utilities and Wireless Telecom provider. Client acknowledges that Shared Savings are based upon the lower cost levels implemented by Auditor and agreed to by the Utilities and Wireless Telecom and that monthly bill monitoring to ensure vendor compliance with those implemented cost levels, as well as future error and overcharge resolution will remain the responsibility of the Client. If the Client chooses, they can upgrade to the P3 Full program which would extend the terms of this agreement to a total of 60 months at any time and Auditor will assume and perform those functions as well.

D. Client agrees the expenses being audited are currently not under cost reduction evaluation by Client or any Third Party. Client also agrees that all savings identified by Auditor and implemented by Client with the agreement of the Utilities and Wireless Telecom provider will be eligible for full payment as defined in section III A and B above. Any expense item that is to be excluded from Auditor's efforts will be identified by Client as an attachment to this agreement prior to the start of the audit. If an expense item is not excluded in writing prior to the audit and savings are obtained by Client on that item, full compensation will be due Auditor as stated within the terms of this Agreement.

E. The Client shall have no obligation to provide any percentage of savings to the Auditor if the Client does not receive a financial benefit, due to the Utilities and Wireless Telecom provider not agreeing with the Auditor findings and refusing to implement the Auditor recommended changes.

IV. Miscellaneous

A. Nothing in the Agreement shall be deemed to limit or abridge the right of Client to change its business operations in such a manner as it shall, in its sole discretion, deem necessary or appropriate to the conduct of its business, regardless of the effect such change shall have on its consumption or cost of operations.

B. Parties to be bound: This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns. Neither party may assign, sublet or transfer any rights or obligations under or interest in the Agreement without the prior written consent of the other party. Client shall assign this Agreement to any successor in interest unless Auditor requests otherwise. Client acknowledges the benefit of the savings and the positive impact it would have on the value of the business. As a result, if the Client fails to assign this agreement as agreed herein, or otherwise terminates the agreement prior to completion of the term set forth in III(B) above, amounts due for each month remaining on that term shall be immediately payable to Auditor, as calculated, based on the average of the previous 6 months of savings invoices.

C. Proprietary Work Product: to the extent permitted by law, the Client agrees that all reports, analysis, and recommendations and opportunities identified by Auditor for Client are considered Auditor's "Confidential and Proprietary Work Product" and may not be implemented by Client at any Client facility unless Auditor is compensated as set forth in Paragraphs III.

D. Amendments and Modifications: Modification of or amendment of this Agreement shall be in writing and signed by both parties hereto.

E. Auditor is hereby authorized to act as Client's agent in obtaining billing information from Utility and Vendor Companies, Taxing Agencies, and other sources as required during the term of this Agreement.

F. This Agreement is the final and complete agreement between the parties. Any provision held to be not enforceable by a court of competent jurisdiction shall be deemed void and all remaining

provisions shall continue in full force and effect, if the essential provisions of this Agreement for each party remain valid, binding and enforceable.

G. This Agreement shall be deemed to have been executed in Cobb County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

H. A waiver by either party of any breach of any provision, term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

I. The Auditor agrees that its conclusions and any reports are for the confidential information of the Client and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the Client and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data, and studies prepared by the Auditor pursuant thereto shall become the property of the Client and be delivered to the Client or destroyed.


J. This agreement shall automatically expire 12 months following the final shared savings month (month 36 of 36) of the last shared savings finding.

In Witness Whereof, said parties have hereunto set their seals this day and year first written above.

So Agreed,

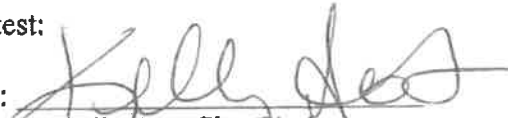
Client:
City of Powder Springs, Georgia

Auditor:
Cost Reduction Analysts of Atlanta, Inc.

By: 
Name: Al Thurman
Title: Mayor
Date: 7/25/22

By: Schuyler Koven
Name: Schuyler Koven
Title: Franchise Owner
Date: 8/1/2022

SEAL

Attest:
By: 
Kelly Axt, City Clerk

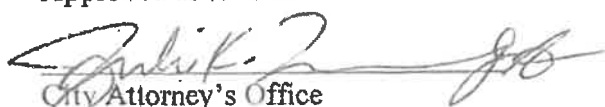
Approved as to form:

City Attorney's Office

EXHIBIT A

1. UTILITY PROVIDER CHARGES FOR CITY USAGE
 - A. ELECTRIC
 - B. GAS
2. UTILITY STREETLIGHT BILLING
3. TELECOM PROVIDER CHARGES
 - A. INTERNET CHARGES
 - B. WIRELESS CHARGES
 - C. LANDLINE/POTS LINE CHARGES
 - D. ANY OTHER PHONE OR INTERNET RELATED INVOICES PROVIDED BY CLIENT

Certificate Of Completion

Envelope Id: 038F95E637C147E093B9D4ACE33A39AF
 Subject: Copy of Signed P3 Contract
 Source Envelope:
 Document Pages: 5
 Certificate Pages: 2
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Signatures: 1
 Initials: 0

Envelope Originator:
 Schuyler Koven
 3589 N Shiloh Drive
 Suite 3, Box 44
 Fayetteville, AR 72703
 skoven@costanalysts.com
 IP Address: 162.198.12.245

Record Tracking

Status: Original
 8/1/2022 7:19:35 AM

Holder: Schuyler Koven
 skoven@costanalysts.com

Location: DocuSign

Signer Events

Schuyler Koven
 skoven@costanalysts.com
 Franchise Owner
 P3 Cost Analysts
 Security Level: Email, Account Authentication
 (None)

Signature

Schuyler Koven

Signature Adoption: Pre-selected Style
 Using IP Address: 162.198.12.245

Timestamp

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 Signed: 8/1/2022 7:26:15 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Kelly Axt
 kaxt@cityofpowdersprings.org
 Security Level: Email, Account Authentication
 (None)

COPIED

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Electronic Record and Signature Disclosure:
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Pam Conner
 pconner@cityofpowdersprings.org
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 8/1/2022 7:26:15 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Travis Sims
 tsims@cityofpowdersprings.org
 Security Level: Email, Account Authentication
 (None)

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Envelope Sent

Hashed/Encrypted

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Certified Delivered

Security Checked

8/1/2022 7:25:37 AM

Signing Complete

Security Checked

8/1/2022 7:26:15 AM

Completed

Security Checked

8/1/2022 7:26:15 AM

Payment Events**Status****Timestamps**