



EXPERIENCE AND COMMITMENT DRIVING SUPERIOR RESULTS...

CEG provides a comprehensive set of solutions designed to optimally manage technology and utility services and expenses of any business. Our services have been refined over two decades of experience working with hundreds of clients and are deployed by experienced professionals utilizing the best tools and processes who understand the difference between mediocre and optimal technology and utility cost management.

The CEG optimal difference can make a big difference for your company. Contact CEG at 800-908-2340 or by visiting our website www.ceg-solutions.com to learn how we can help!

INVOICE EXPENDITURE AUDIT

IDENTIFYING BILLING DISCREPANCIES AND RECOVERING OVERCHARGES...

New Charges	
1 Monthly Charge for Dial Tone	10.29
2 Verizon Local Calls*	.29
3 Late Payment Charge - Basic Charges 8/28 bill	
"Out of control" slush fund	
4 Surcharges and Taxes	\$6.44
FCC Line Charge	\$.23
Local Number Portability	\$1.02
Federal Tax	\$2.94
NY State/Local Sales Tax	\$1.00
911 Surcharge	\$.64
Federal USF Surcharge	\$1.90
Surcharge(s)	
Total	\$39.36

*Detail provided in the Itemized Calls section of the bill.

Truth-in-billing violations

IS YOUR BUSINESS BEING BILLED CORRECTLY BY YOUR TELECOMMUNICATION PROVIDERS?

A CEG Invoice Expenditure Audit identifies discrepancies between the amount paid for technology and utility expenses and the amount your business agreed to pay for those same services. Differences frequently exist and CEG's audit helps your business by recovering the overcharged amount and correcting the billing error.

CEG's Invoice Expenditure Audits are transparent to your organization, require minimal involvement from your staff and can make a big difference to your bottom line. Contact CEG to learn how we can help!

AGREEMENT FOR SERVICES

THIS AGREEMENT is made between **Communication Expense Group, Inc.** (hereinafter "CEG"), a Colorado corporation with offices for transaction of business located at 501 S. Cherry Street, Suite 1100, Denver, Colorado 80246, and Gatesville ISD (hereinafter "Company"), a Texas Public School District with principal place of business at 311 S. Lovers Lane, Gatesville, TX 76528, collectively referred to as the "Parties" or individually as "Party".

RECITALS

WHEREAS, CEG is a Colorado Corporation;

WHEREAS, CEG is customarily engaged in Independent Consultation;

WHEREAS, Company intends to engage CEG for Independent Consultation;

WHEREAS, both Parties acknowledge THIS INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THE INDEPENDENT CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PAYMENT OF FEDERAL AND STATE INCOME TAXES ON ANY MONIES EARNED PURSUANT TO THIS CONTRACT.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the Parties agree as follows:

Article 1. CONTRACTOR'S DUTIES

1.1 SOW: CEG shall provide the Scope of Work (hereinafter "SOW") described in Schedule "A" signed by the Parties and incorporated herein by reference, made an integral part of this Agreement.

Article 2. DURATION

2.1 The Term of this Agreement shall commence on the Effective Date of this Agreement and shall have an initial term of two years. Upon expiration of the initial term, this agreement shall automatically be renewed on a monthly basis unless either party gives the other written notice of termination at least 30 days prior to expiration of the then current Term.

Article 3. COMPENSATION

3.1 Payment:

Company shall pay CEG according to the fees established in SOW Schedule "A".

Article 4. NON-DISCLOSURE

4.1 Confidentiality: Either party shall protect Confidential Information from unauthorized Disclosure and may only use such information with at least the same degree of care that each party uses to protect its own like information. Either party shall not copy, publish, disclose to others, preempt, or use Confidential Information for purposes other than those necessary to directly further purposes of this Agreement and any incorporated SOW as set forth in paragraph 1 herein.

4.2 Duration: Either party's non-disclosure obligation and user restrictions hereunder shall continue for a period of two years (2) years from the date of transmittal of each item of Confidential Information unless a different period of confidentiality is specified in writing and agreed to by both parties.

Article 5. LIABILITY

5.1 General Indemnification: Each Party agrees to defend, indemnify, and hold harmless the other Party and the other Party's present and future officers, directors, employees and agents, from and against any and all losses, liabilities, claims, suits, damages, costs and expenses (including reasonable attorneys' fees) and any and all expenses reasonably incurred in investigating, preparing for or defending against any pending or threatened litigation, claim or loss in any manner to the extent resulting from, or arising out of a breach of this Agreement or related SOW(s) by such Party or its agents, employees or other 3rd parties or vendors.

5.2 Third Parties: IN NO EVENT SHALL CEG BE LIABLE TO COMPANY OR ANY THIRD PARTIES OF THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.3 Specific Indemnification and Release of Liability: Each party agrees to be solely responsible for its separate employees, agents, contractors, subcontractors, implementation of policies and procedures, as they pertain to standards of reasonable care.

Article 6. Letter of Authorization

6.1 Letter of Authorization: Company authorizes CEG to act as an agent of Company for the purpose of obtaining or accessing vendor account information, discussing account information with Company vendors, and making changes to Company vendor accounts.

Article 7. INTELLECTUAL PROPERTY

7.1 Intellectual Property: Either party agrees that, except as set forth in this Agreement, the parties obtain no rights to the other party's proprietary software, website, documentation or services without limiting the generality of the foregoing, and, except as expressly permitted by this Agreement, the parties agree that they shall not, directly or through any customer, parent, subsidiary, affiliate, agent or other third party: (i) reverse engineer, reverse assemble, decompile, or otherwise attempt to derive the source code or the underlying ideas from the other party's proprietary software; (ii) modify, port, translate, localize or create derivative works of the proprietary software, documentation or any confidential information, as defined in Section 4 (Confidentiality) of the other party; (iii) knowingly take any action that would cause any proprietary software, documentation or confidential information to be placed in the public domain.

Article 8. ARBITRATION

8.1 Agreement to Arbitrate: Any dispute or claim arising out of or related to this Agreement or breach of this Agreement shall be settled solely by confidential binding arbitration by a single arbitrator in accordance with the commercial arbitration rules of JAMS in effect at the time the arbitration commences. The award of the arbitrator shall be final and binding. No party shall be entitled to, and the arbitrator is not authorized to, award legal fees, expert witness fees, or related costs of a party. The arbitration shall be held in Denver, Colorado.

Article 9. MISCELLANEOUS

9.1 Representations; Counterparts: Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all its obligations hereunder.

9.2 Modification: This Agreement may only be modified by an agreement in writing executed by the parties hereto.

9.3 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to the principles of conflicts of law.

9.4 Severability: If any provision of this Agreement is held to be invalid, the validity of the remainder of the Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the invalid provision. The provisions of this Agreement are severable.

9.5 Assignable: The Agreement is assignable or transferable by Company or CEG by written and signed consent of either party and shall survive any event whereby Company is acquired or merged with any future entity.

9.6 Schedules, Exhibits, and Attachments: All schedules, exhibits, and attachments referred to herein are intended to be, and hereby are, specifically made a part of this Agreement only if signed by the Parties.

9.7 Force Majeure: CEG shall not be held liable and is not responsible for delays or failures (including any delay by CEG to make progress in the execution of any services within the SOW) if such delays or failures arise out of causes beyond the control of CEG.

9.8 Entire Agreement; Survival: This Agreement, including any schedules incorporated by reference as set forth in Article 1 and paragraph 3.1 herein, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between the Parties respecting the subject matter hereof.

Schedule "A" Scope of Work (SOW)**1.0 Service Categories**

For purposes of this agreement, "Service" shall be defined as the refund and cost reduction services that CEG provides to Company. The Service categories subject to this SOW are marked below with an "X".

- ☐ Freight
☒ Telecom and Information Technology
☒ Utilities (Electricity, gas, water, sewer, waste)

2.0 Vendor Invoice Review CEG will conduct an analysis of Company's vendor invoice statements and vendor contracts to identify billing discrepancies and to attempt recovery of overcharged amounts billed in error. There is **no fee** associated with CEG's Expenditure Analysis process unless CEG is successful in recovering refunds from Company's vendors. When CEG identifies a billing error and recovers a refund on behalf of Company, CEG is to be compensated 40% of the refunded amount recovered by CEG.

3.0 Asset and Service Optimization

3.1 Service Description: CEG will seek to identify and implement cost reduction strategies designed to reduce Company's vendor recurring expenses. There is **no fee** to Company unless CEG implements expense reduction strategies that have been approved in writing by Company that reduce the costs associated with Company's vendor expenses.

3.2 Contingency Fee: When CEG implements a cost reduction strategy that reduces Company's vendor expense, CEG is compensated the amount equal to 40% of the following 24-month cost savings realized by Company through CEG's implementation of the cost reduction strategy.

3.3 Fee Calculation: CEG's fee is calculated by taking the difference between the monthly pre-review cost of a service and the monthly post-review cost to determine the gross savings amount to be shared between CEG and Company. The monthly gross savings amount is multiplied by .40 to obtain CEG's fee. CEG will invoice Company for its fee, for each month in the 24-month reconciliation period.

3.4 Non-Recurring Fee: Asset inventory and process set-up fee of **\$0.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written.

Gatesville ISD

Communication Expense Group, Inc.

By: _____

By: _____

Name: Dr. Barrett Pollard

Name: _____

Title: Superintendent

Title: _____

Date: May 19, 2025

Date: _____

#	Vendor	Service Category	Account	Invoice Date	Monthly Expense	Annual Expense	Annual Expense %	Estimated Annual Cost Savings %	Estimated Annual Gross Savings \$	Estimated Annual Net Savings \$	Estimated 24 Month Net Savings \$
1	Engie Power & Gas LLC	Utilities - Energy	{No BAN 2693}	2/11/25	\$43,628	\$523,532	69.5%	1.5%	\$7,853	\$4,712	\$9,424
2	City of Gatesville	Utilities - Water+Sewer	GISD	3/01/25	\$4,315	\$51,777	6.9%	0.0%	\$0	\$0	\$0
3	WM	Utilities - Waste	{No BAN 2695}	2/25/25	\$977	\$11,720	1.6%	15.0%	\$1,758	\$1,055	\$2,110
4	WM	Utilities - Waste	{No BAN 2696}	2/25/25	\$977	\$11,720	1.6%	15.0%	\$1,758	\$1,055	\$2,110
5	WM	Utilities - Waste	{No BAN 2697}	2/25/25	\$1,639	\$19,663	2.6%	15.0%	\$2,949	\$1,770	\$3,539
6	WM	Utilities - Waste	{No BAN 2698}	2/25/25	\$977	\$11,720	1.6%	15.0%	\$1,758	\$1,055	\$2,110
7	WM	Utilities - Waste	{No BAN 2699}	2/25/25	\$534	\$6,403	0.9%	15.0%	\$960	\$576	\$1,153
8	WM	Utilities - Waste	{No BAN 2700}	2/25/25	\$977	\$11,720	1.6%	15.0%	\$1,758	\$1,055	\$2,110
9	NextLink Internet	Telecom/I.T.	{No BAN 2825}	3/01/25	\$680	\$8,160	1.1%	25.0%	\$2,040	\$1,224	\$2,448
10	WM	Utilities - Waste	35654-23001	2/25/25	\$977	\$11,720	1.6%	15.0%	\$1,758	\$1,055	\$2,110
11	WM	Utilities - Waste	{No BAN 2827}	2/25/25	\$977	\$11,720	1.6%	15.0%	\$1,758	\$1,055	\$2,110
12	WM	Utilities - Waste	{No BAN 2828}	2/25/25	\$977	\$11,720	1.6%	15.0%	\$1,758	\$1,055	\$2,110
13	WM	Utilities - Waste	{No BAN 2829}	2/25/25	\$1,639	\$19,663	2.6%	15.0%	\$2,949	\$1,770	\$3,539
14	WM	Utilities - Waste	{No BAN 2830}	2/25/25	\$977	\$11,720	1.6%	15.0%	\$1,758	\$1,055	\$2,110
15	WM	Utilities - Waste	{No BAN 2831}	2/25/25	\$534	\$6,403	0.9%	15.0%	\$960	\$576	\$1,153
16	WM	Utilities - Waste	{No BAN 2832}	2/25/25	\$1,953	\$23,441	3.1%	15.0%	\$3,516	\$2,110	\$4,219
17											
18	<u>Totals</u>				<u>\$62,734</u>	<u>\$752,804</u>	<u>100.0%</u>		<u>\$35,293</u>	<u>\$21,176</u>	<u>\$42,352</u>