



SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") dated this 22nd day of March, 2011

BETWEEN

The Town of Indian Trail, North Carolina, (the "Client")

- AND -

DavenportLawrence of Aberdeen, North Carolina,

BACKGROUND:

- A. DavenportLawrence consulting has the necessary qualifications, experience, and abilities to provide said services to the client.
- B. DavenportLawrence is agreeable to providing such services to the client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

- DavenportLawrence will evaluate agreed upon revenue categories of the client. The following list contains approved categories:
 - Franchise/Gross Receipts Tax (GRT) Evaluation – Perform analysis and, upon authorization of the client, file for all eligible reimbursements within Franchise and GRT NCDOR distributions
 - Public Service Tax Evaluation- Review NCDOR allocations to the Town of Mint Hill for all public service companies
- Client will make available information necessary to complete an in depth evaluation of revenues. This information will consist of budget reports, customer accounts, and appropriate spend data.
- Client agrees to pay DavenportLawrence 40 cents on every dollar recovered up to \$20,000, 35 cents on every dollar recovered from \$20,000 to \$50,000 and 30 cents on every dollar recovered > \$50,000 as a direct result of recommendations provided by DavenportLawrence. This fee will NOT include any revenues



already being captured by the Town. This agreement will exist for all recovered dollars retroactively paid to client as well as for a 24 month period following implementation.

- For gross receipts service results, fees will be paid in a one-time payment following successful receipt of additional revenues. DavenportLawrence will extend a 5% early payment discount for this early payment.
- DavenportLawrence agrees not to disclose any information or data received from client in the process of completing the evaluation and implementation to any unauthorized outside or third parties not approved by client.

Submitted By:

Accepted By:

By: Jeffrey Davenport
Title: Managing Director
DavenportLawrence

By: Joseph Fivas
Title: Town Manager
Town of Indian Trail

Date: _____

Date: _____