



**ROBERT S. SEGAL, CPA PA**

**EXPENSE REDUCTION & REVENUE ENHANCEMENT**

1912 EASTCHESTER DRIVE  
SUITE 206  
HIGH POINT, NC 27265  
336-886-2100  
FAX 336-886-2101  
www.segalcpa.com

## LETTER OF AGREEMENT

**Robert S. Segal, CPA, PA ("SEGAL") and Orange County, Town of Chapel Hill, Town of Hillsborough and Town of Carrboro** (together referred to as "CLIENT") hereby enter into this Letter of Agreement whereby SEGAL shall serve as a consultant to CLIENT to examine and analyze the following revenue of CLIENT for the purpose of obtaining any tax refunds available in all prior years still open under the statute of limitations.

### North Carolina Sales/Use Tax Reallocation

The Client agrees that the above listed revenue is not currently under tax refund evaluation by CLIENT and all refunds received will be eligible for full payment of fees to SEGAL at the contract rate stipulated below.

SEGAL will furnish CLIENT with a written report as to salesuse tax refunds discovered. SEGAL will then prepare the respective refund claims to achieve the refunds.

CLIENT agrees to pay SEGAL a fee in accordance with the following FEE SCHEDULE due to Segal's amending of refund returns upon the CLIENT'S receipt of documentation from the North Carolina Department of Revenue evidencing the additional salesuse tax revenue being transferred to the CLIENT.

#### FEE SCHEDULE

A sliding scale based on the sales and use tax adjustment based on point of delivery as follows:

- 15.0% for the first \$200,000 of additional refunds obtained,
- 20.0% for the next \$200,000 of additional refunds obtained,
- 25.0% for the next \$200,000 of additional refunds obtained,
- 30.0% for all additional refunds obtained.

CLIENT agrees that SEGAL shall invoice each entity (Orange County, Town of Chapel Hill and Town of Hillsborough) for its pro-rata share of the fee based upon its percentage of that quarter's sales and use tax distribution from the state of North Carolina.

**SEGAL AGREES TO MAINTAIN IN STRICT CONFIDENCE ALL INFORMATION RECEIVED FROM CLIENT CONCERNING ITS EXPENSES AND METHODS OF DOING BUSINESS. FURTHERMORE, SEGAL ACTS AS A CONSULTANT ONLY AND DOES NOT RECEIVE ANY COMMISSIONS OR REMUNERATION OF ANY KIND FROM ANY VENDORS OR SERVICE PROVIDERS.**

**ROBERT S. SEGAL, CPA PA has contracted with DIXON HUGHES PLLC to assist with this project.**

The persons signing below are authorized to do so on behalf of their respective organizations.

This Letter of Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

This Letter of Agreement is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**ORANGE COUNTY**

[SEAL]

\_\_\_\_\_  
Name, Title

ATTEST:

\_\_\_\_\_  
Clerk to the Board

**This instrument has been pre-audited  
In the manner required by the Local  
Government Budget and Fiscal  
Control Act.**

Approved as to form:

\_\_\_\_\_  
County Finance Officer

\_\_\_\_\_  
County Attorney

**TOWN OF CHAPEL HILL**

[SEAL]

\_\_\_\_\_  
Name, Title

ATTEST:

\_\_\_\_\_  
Clerk to the Board

**This instrument has been pre-audited  
In the manner required by the Local  
Government Budget and Fiscal  
Control Act.**

Approved as to form:

\_\_\_\_\_  
Town Finance Officer

\_\_\_\_\_  
Town Attorney

**TOWN OF HILLSBOROUGH**

[SEAL]

\_\_\_\_\_  
Name, Title

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

**This Instrument has been pre-audited  
In the manner required by the Local  
Government Budget and Fiscal  
Control Act.**

Approved as to form:

\_\_\_\_\_  
Town Finance Officer

\_\_\_\_\_  
Town Attorney

**TOWN OF CARRBORO**

[SEAL]

\_\_\_\_\_  
Name, Title

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

**This instrument has been pre-audited  
In the manner required by the Local  
Government Budget and Fiscal  
Control Act.**


Approved as to form:

\_\_\_\_\_  
Town Finance Officer

\_\_\_\_\_  
Town Attorney

**ROBERT S. SEGAL, CPA PA**

[SEAL]

  
\_\_\_\_\_  
Robert S. Segal, Resident

**ATTEST:**

  
\_\_\_\_\_  
Corporation Secretary