

SHARED SAVINGS AGREEMENT

State of GA, County of Walton

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Walton County GA 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.

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 (Electric and Natural Gas), Wireless/ Telecom, and Managed Print Account expenses.

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

II. Services to be performed

Auditor will evaluate the client's Utilities (Electric and Natural Gas), Wireless/Telecom, and Managed Print expenses and will examine relevant contracts and expenses incurred in these areas for the purpose of determining overcharges which may now exist or have in the past. Auditor will:

1. Analyze collected information and develop recommendations designed to reduce expenses and/or generate refunds.
2. Present recommendations along with the expected savings to CLIENT for review and approval. Approval of recommendations that will yield a positive financial impact will not be unreasonably withheld by CLIENT.
3. Implement approved recommendations.

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, then no fees shall be due auditor under this section.**

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 contracts or service agreements, or otherwise implemented for the Client. Client acknowledges that Shared Savings are based upon the lower cost levels implemented by Auditor and that monthly bill monitoring to ensure vendor compliance with those implemented cost levels, as well as 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 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.

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. 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: 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.

Client: Walton County GA

Auditor: Cost Reduction Analysts of Atlanta, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: County Manager (John Ward)

Title: Franchise Owner (Schuyler Koven)