

STATE OF ALABAMA }
COUNTY OF MONTGOMERY }

AGREEMENT FOR EXAMINATION SERVICES

THIS AGREEMENT for Examination Services (“Agreement”) made and entered into on this the 3rd day of March 2026 by and between the Montgomery County Commission (hereinafter referred to as the "COUNTY"), and **RIVERTREE SYSTEMS, INC.**, an Alabama corporation (hereinafter referred to as "**RIVERTREE**").

1. The COUNTY desires to provide for the collection of all local taxes and fees, regardless of the jurisdiction in which a taxpayer subject to the COUNTY’S taxing power maintains its principal office, to provide that all taxpayers are treated equally and to provide that all tax related ordinances are uniformly and consistently applied. In order to accomplish these goals and objectives, the COUNTY desires to retain the services of a company legally qualified as a "private auditing or collecting firm" as defined in the Alabama Taxpayers' Bill of Rights and Uniform Revenue Procedures Act, Ala. Code § 40-2A-1 et seq. (1975), (hereinafter the "Taxpayers' Bill of Rights") to perform audits and examinations of such taxpayers' books and records.

2. RIVERTREE is qualified as a private auditing or collecting firm as defined under the Taxpayers' Bill of Rights and, as such, provides collection, examining and consulting services for local governments throughout the State of Alabama. RIVERTREE has represented to the COUNTY that (i) it is knowledgeable of all laws and regulations applicable to private auditing or collecting firms as defined in the Taxpayers’ Bill of Rights;

(ii) it provides its services in full compliance with all applicable laws and regulations, and
(iii) it obtains all of the legally required certifications, fidelity bonds, and legal letters of authority to act as a private auditing or collecting firm as defined in the Taxpayers' Bill of Rights.

3. The COUNTY desires to retain RIVERTREE as a private auditing or collecting firm, as defined by the Taxpayers' Bill of Rights, to provide tax auditing and examination services under the terms and conditions of this Agreement.

NOW, THEREFORE, PREMISES CONSIDERED, RIVERTREE and the COUNTY hereby agree as follows:

1. **RIVERTREE SYSTEMS, Inc.** The COUNTY and RIVERTREE hereby agree that RIVERTREE will provide the following services:
 - a) Identify and prepare a written list of "taxpayer candidates for examination "based on objective criteria to be agreed upon by RIVERTREE and the COUNTY in advance of such work.
 - b) Pursuant to Ala. Code §40-2A-13(d) (1975), as currently in effect of hereafter amended, upon first contact with the taxpayer, RIVERTREE shall disclose in writing the identity of the COUNTY and all other clients represented by RIVERTREE and shall provide a copy of a signed and dated written authorization from the COUNTY of RIVERTREE'S representation of the COUNTY and any such RIVERTREE client. Also, a copy of the contract between RIVERTREE and the COUNTY and a statement as to whether the COUNTY has elected out of the Alabama Tax Tribunal shall be provided upon first contact with the taxpayer. RIVERTREE further agrees to advise the taxpayer, in writing, of the hotline telephone numbers (1-855-638-7092 and 1-334-844-4706) for taxpayers to submit any complaints related to the auditing or collections activities of a private auditing or collecting firm.
 - c) Inspect and examine on behalf of the COUNTY, all books, records and other documents of taxpayers assigned to be examined by the COUNTY to determine to what extent, if any, the taxpayer owes the COUNTY sales and use taxes, occupational taxes, license fees, rental taxes, tobacco taxes, gasoline taxes, and any other County tax, plus interest, penalties and other charges thereon, as directed by COUNTY and in accordance with the ordinances, resolutions and regulations of the COUNTY.

- d) RIVERTREE acknowledges that Ala. Code §40-2A-13(f) (1975) provides that when a private auditing or collecting firm represents more than one county, city or town on the date it first contacts a taxpayer, the private auditing or collecting firm shall examine the taxpayer's books and records for all such counties, cities or towns simultaneously. Therefore, when conducting examinations initiated by other RIVERTREE clients (counties or other cities and towns), RIVERTREE will include COUNTY on the list of entities for which the examination is being conducted. In the event RIVERTREE examines a taxpayer on behalf of other RIVERTREE clients who have not enacted the same taxes as COUNTY, then RIVERTREE's audit of such taxpayer shall include all such taxes of COUNTY.
- e) On or before January 15 of each year, disclose in writing to the COUNTY the identities of all municipalities and counties for which it at any time during the preceding calendar year performed examination of taxpayer's books and records for compliance with applicable sales, use, rental, lodging or other local tax laws or collected sales, use, rental, lodging or other local taxes.
- f) Not disclose or encourage others to disclose, either directly or indirectly, to any non-client municipality or county or its agents, the fact it is presently conducting an examination of the taxpayer's books and records.
- g) Perform examinations of taxpayer's records in accordance with "*The Minimum Standard Examination Program*" established by the Alabama Local Tax Institute of Standards and Training (the "Minimum Standards").
- h) Report to the COUNTY that information necessary for the COUNTY to assess the taxpayer's sales and use taxes, license fees, rental taxes, and all other County taxes, plus interest, penalties and other charges thereon for transactions which RIVERTREE reasonably believes may have resulted in an obligation of the taxpayer to pay such taxes to the COUNTY.
- i) Prepare and present to the COUNTY a "Findings Report," which shall include, at a minimum, all information required to prepare a written report in accordance with the Minimum Standards and a summary thereof on each examination performed. In the event RIVERTREE's audit indicates that a particular taxpayer has no tax liability to the COUNTY, RIVERTREE shall provide the COUNTY a written report including the name of the taxpayer audited, the types of tax for which the taxpayer was examined and found to have no liability, and the audit report.
- j) Provide full cooperation to the COUNTY in the preparation of any legal documents, attend any judicial, administrative, departmental, appellate or other legal hearings and be available to testify at hearings that may be required to collect any amounts due to the COUNTY from the taxpayer.
- k) Pursuant to the Ala. Code §40-2A-13(f) (1975), as currently in effect or hereafter amended, notify the taxpayer in writing, and the COUNTY, simultaneously, if any tax

overpayments are discovered and the taxpayer is due and refunds from the COUNTY, or if the taxpayer owes any tax to the COUNTY and the estimated amount, and advise the taxpayer of the general procedure to make acclaim for refund or pay a tax.

- l) Any additional or incidental services which are allowable by law and are reasonably necessary in order to carry out RIVERTREE's obligations under this Agreement.

RIVERTREE shall collect all taxes with checks payable to the MONTGOMERY COUNTY COMMISSION.

2. **Compensation.** It is understood that each RIVERTREE client will only pay a prorated portion of total audit costs when RIVERTREE is conducting examinations for multiple clients at one time. The COUNTY agrees to pay RIVERTREE its prorated portion of each audit's total audit costs which shall consist of **seventy-five dollars (\$75.00) per hour**. RIVERTREE shall be paid monthly based upon hours worked submitted to the COUNTY by the fifteenth (15th) day of the month for the month next proceeding. The parties acknowledge that Ala. Code §40-2A-6 (1975) specifically prohibits the COUNTY from entering into any contract or arrangement with a private auditing or collecting firm for the examination of a taxpayer's books on a contingency fee basis and agree that RIVERTREE's compensation under this Agreement is not in any way contingent upon or otherwise related to the amounts discovered during examinations nor contingent upon or related to amounts finally received by the COUNTY.

3 Representations and Warranties. RIVERTREE represents and warrants as follows:

- a. RIVERTREE is a corporation valid and existing and in good standing under the laws of the State of Alabama.
- b. As of the effective date of the Agreement, RIVERTREE and any employee, agent, or independent auditor/examiner of RIVERTREE providing services under this Agreement, shall have obtained all licenses and bonds necessary or appropriate to perform RIVERTREE's obligations under this Agreement and

all such licenses and bonds shall be current and in good standing, and shall be maintained throughout the term of this Agreement.

- c. RIVERTREE and its employees, agents, representatives and independent auditors/examiners agree to comply with all current and future laws, rules and regulations applicable to all services provided by RIVERTREE under this Agreement, including, but not limited to, the Local Tax Simplification Act of 1998, the Alabama Local Tax Procedures Act of 1998 and the Taxpayers' Bill of Rights as currently in effect and hereafter amended.
- d. RIVERTREE agrees to comply with all laws and regulations relating to the employees of RIVERTREE, including, without limitation, all tax withholding requirements and worker's compensation laws.
- e. Any final assessment or forced collection action based upon an audit conducted by RIVERTREE on behalf of the COUNTY shall not be issued and applicable to a taxpayer until signed by a public official or employee designated by the COUNTY.

4. **Change in Law.** The parties agree that in the event of any conflict between the requirements of any applicable law and the terms of this Agreement, then the requirements of such applicable law shall control. If any law applicable to the services provided by RIVERTREE under this Agreement shall be amended, or otherwise changed following the effective date of this Agreement, and the COUNTY, in its sole discretion, determines that such amendment, modification or change in the law shall impair or frustrate the COUNTY's purposes for entering into this Agreement, then the COUNTY shall have the option to terminate this Agreement as provided in Paragraph 10 below.

5. **Requirements of Examiners.** All examiners employed by RIVERTREE shall meet all requirements of the Taxpayers' Bill of Rights and other current or future applicable law. At a minimum, all such examiners shall (i) be certified public accountants or accountants licensed by the State Board of Public Accountants, or (ii) be certified by the Alabama Local Tax Institute of Standards and Training, and (iii) maintain fidelity bonds in accordance with Ala. Code §40-23-30 (1975), as currently in effect and hereafter amended, and (iv) maintain a

business license as required by Ala. Code §40-12-2 (1975), as currently in effect and hereafter amended. If any assessment based on an audit by RIVERTREE is invalidated due to lack of proper certification of RIVERTREE's auditors RIVERTREE must either provide an audit of the assessed taxpayer conducted by a certified auditor, or reimburse the COUNTY for all amounts paid to RIVERTREE in connection with the audit

In accordance with applicable law, RIVERTREE may not employ unbonded auditors, or examiners to perform services pursuant to this Agreement who have failed to receive or maintain their certifications in paragraph 5(i) and (ii) above. Any violation of this paragraph of which RIVERTREE knew or should have known, shall have the effect of doing all the following.

- (1) Automatically terminating the Agreement
- (2) Voiding any assessment of proposed assessment issued by the COUNTY as a result of any examination conducted, in whole or on part, by the examiner, but shall not prevent the COUNTY from sending a qualified examiner to examine the taxpayer's books and records
- (3) Cause RIVERTREE to forfeit its license granted pursuant to Ala. Code §40-12-43.1 (1975) for a period of six (6) months

RIVERTREE shall indemnify and hold COUNTY harmless from any loss in revenues arising from or in connection with any invalidated assessment based upon an audit conducted by RIVERTREE if such invalidation is due to lack of proper certification of RIVERTREE's auditors or due to any other fault of RIVERTREE.

6. **Inspection.** The COUNTY reserves the right at all reasonable times to inspect the documents, information, taxpayer examination system and procedures of RIVERTREE to ensure that RIVERTREE and its employees, agents, representatives and independent auditors/examiners are complying with the terms of this Agreement and all applicable laws. Any such inspection or any lack of inspection by the COUNTY, however, shall not be deemed to waive the requirements of, or excuse RIVERTREE from complying with, the terms of this Agreement and all applicable laws.

7. **Confidentiality of Tax Information.** RIVERTREE and its employees, agents, and independent auditors/examiners shall not print, publish or divulge the return of any taxpayer or any part of a return or any information or data supplied by the COUNTY or secured in arriving at the amount of the tax value reported and shall act in conformance with all current and future federal, state and local laws and regulations concerning the confidentiality of tax information, including, but not limited to, the Taxpayers' Bill of Rights (collectively, the "Confidentiality Laws"). All principals, officers, employees, representatives and independent auditors/examiners of RIVERTREE involved with the services provided by RIVERTREE under this Agreement, prior to undertaking such services, shall execute an agreement in form and context acceptable to the COUNTY binding such principals, officers, employees, representatives and independent auditors/examiners to observe the Confidentiality Laws.

8. **Independent Contractor.** The parties agree that RIVERTREE is and shall at all times be considered an independent contractor and neither it nor its employees, representatives or its independent auditors/examiners shall be considered employees of the COUNTY or entitled to any rights or benefits accorded to employees of the COUNTY.

RIVERTREE and the COUNTY affirm that this Agreement does not create a partnership or joint venture and that no expressed, implied or apparent rights are intended to inure to any third parties under the terms and conditions herein.

9. **Term.** This Agreement shall be effective as of the date set forth in the preamble and will continue for a period of 3 year(s) from the date unless terminated as herein provided. Pursuant of the Ala. Code §40-2A-12 (1975), as currently in effect or hereafter amend, this Agreement shall not be renewed or extended beyond such three (3) year term: provided, however, that the parties may negotiate a new contract concerning the subject matter of this Agreement to become effective following expiration of this Agreement.

10. **Default.** If RIVERTREE shall fail in any respect to comply with the terms of this Agreement, the COUNTY shall notify RIVERTREE in writing of the matters with regard to which default is asserted, and RIVERTREE shall have thirty (30) days to cure such default. If RIVERTREE fails to cure such default within said time, then the COUNTY may terminate this Agreement at any time thereafter by giving written notice to RIVERTREE of its election to terminate at least ninety (90) days prior to the effective date of termination.

11. **Termination.** Either party may terminate this Agreement by giving the other party written notice of termination at least ninety (90) days prior to the effective date of termination. Notwithstanding the foregoing, this Agreement shall be terminated automatically, without notice, if RIVERTREE, for any reason loses or foregoes its license required under Ala. Code §40-2A-13 (1975) or Ala. Code §40-2A-14 (1975), as currently in effect or hereafter amended. RIVERTREE shall provide the COUNTY all documentation, records, reports, and examinations as of the effective date of the termination with a final itemized statement of fees due.

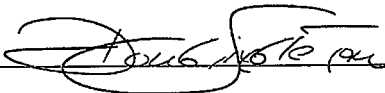
12. **Assignment; Subcontracting of Services.** COUNTY acknowledges and agrees that RIVERTREE may retain auditors or examiners on an independent contractor basis to provide the services described in this Agreement and COUNTY consents to RIVERTREE's retention of such auditors or examiners provided, however, that any such auditor or examiner must meet all criteria applicable to auditors and examiners under law or under this Agreement and provided further that all terms and conditions of this Agreement, including but not limited to indemnities, applicable to services provided by RIVERTREE shall apply to any work performed by such auditors and examiners. RIVERTREE shall maintain and, upon COUNTY's request, shall provide to COUNTY a list of all auditors and examiners authorized to provide services on behalf of RIVERTREE. Except as provided in this Paragraph 12, RIVERTREE shall not assign any of its rights or obligations under this Agreement or enter into an agreement with any person, entity or subcontractor to perform the obligations of RIVERTREE under this Agreement. Any such assignment or other agreement by RIVERTREE shall be null and void.

13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the initial session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual

resolution, then any disputes between the COUNTY and RIVERTREE not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama.

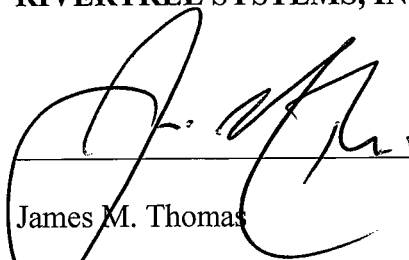
IN WITNESS WHEREOF, the undersigned parties, through their duly authorized officers, have executed this Agreement on the year and day first above written.

MONTGOMERY COUNTY COMMISSION

By:  _____

Title: Chairman

RIVERTREE SYSTEMS, INC.

 _____

James M. Thomas

PRESIDENT