# AGENDA

## GRANVILLE COUNTY BOARD OF COMMISSIONERS

## Monday, August 8, 2022

**Call to order @ 7:00 p.m.** ........................................................................ **Chairman Tony W. Cozart**
**Invocation and Pledge of Allegiance** ...................................................... **Commissioner David T. Smith**

### Consent Agenda

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4. Service Contract for Hobart Kitchen Equipment for Detention Center (p. 15)
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### Introductions, Recognitions and Presentations

6. Recognition of Service - Cheryl H. Carrier (p. 23)
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**Purchasing**

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**Appointments**

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**Presentations by County Board Members**

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**Any Other Matters**

28. Any Other Matters (p. 122)

**Closed Session**

29. Closed Session as Allowed by G.S. 143-318.11(a)(3) - Attorney-Client Matter (p. 123)

## Granville County
## Tax Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

**To:** Board of Commissioners
**From:** Jenny Griffin
**Department:** Tax Administration
**Date:** August 3, 2022
**Title:** **Tax Refunds, Releases & Write-offs**

**PURPOSE:**
To approve tax refunds, releases, and write-offs.

**BACKGROUND:**
Tax releases and refunds are generated according to N.C.G.S. 105-381. According to the resolution adopted May 1, 2003, the Board of Commissioners authorized the Tax Collector to forego the collection for all taxes which do not exceed $2.00.

The following tax refunds, releases and write-offs are recommended for approval:

| | | |
|---|---|---|
| Refunds | May 2022: | $ 9,638.38 |
| Releases | May 2022: | $ 3,882.59 |
| Write-offs ($2 and less) | May 2022: | $ 37.33 |
| Refunds | June 2022: | $ 3,034.50 |
| Releases | June 2022: | $ 1,423.42 |
| Write-offs ($2 and less) | June 2022: | $ 26.37 |
| Refunds | July 2022: | $5,102.09 |
| Releases | July 2022: | $238,308.17 |
| Write-offs ($2 and less) | July 2022: | $ 139.86 |

A copy of the tax refunds, releases and write-offs are located in the Tax Administrator's Office for inspection.

**RECOMMENDATION:**
Approval of tax refunds, releases and write-offs for May, June and July 2022.

**ACTION TAKEN:**

**Granville County Administration**
104 Belle Street
Oxford, NC 27565
(919) 693-5240

**To:** Board of Commissioners
**From:** Debra Weary
**Department:** Administration
**Date:** August 3, 2022
**Title:** **Granville County Fire Commission**

**PURPOSE:**
To appoint the Southern Region citizen at-large member to the Granville County Fire Commission.

**BACKGROUND:**
Others serving:

| **Granville County Fire Commission** | |
|---|---|
| Northern Region – Fire & Emergency Services Representative | Andy Culbreth |
| Northern Region – Citizen At-Large | Rev. Leroy Anderson |
| Central Region– Fire & Emergency Services Representative | Matt Norwood |
| Central Region– Citizen At-Large | Chip Fudge |
| Southern Region– Fire & Emergency Services Representative | Richard Ray |
| Southern Region– Citizen At-Large | |
| President of the Granville County Fire Chiefs Association | David Cottrell |
| County Commissioner, Ex-Officio | Russ May |

**RECOMMENDATION:**
To appoint Jonathan Hayes as the Southern Region citizen at-large member to the Granville County Fire Commission.

**ACTION TAKEN:**

**Granville County**
**Social Services**
104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Adonica Hampton |
| **Department:** | Social Services |
| **Date:** | August 2, 2022 |
| **Title:** | **Social Services Contracts** |

**PURPOSE:**
To approve the contracts for Social Services leadership training.

**BACKGROUND:**
The Granville County Purchasing Policy approved on June 20, 2022, requires renewal contracts over $10,000 to be approved by the Board.

**RECOMMENDATION:**
Department of Social Services Director recommends approving two contracts for staff leadership training and consulting for DSS as follows: 1) Training/Consulting by R. Adams and Associates LLC, not to exceed $15,000 and 2) Training/Consulting by DMHR Services LLC not to exceed $17,500.

**ATTACHMENTS:**
R. Adams & Associates
Drake Maynard dba DMHR Services, LLC

**ACTION TAKEN:**

**INDEPENDENT CONTRACTOR AGREEMENT**

This independent contractor agreement (this "Agreement") is entered into by and between **R. Adams & Associates, L.L.C.** (the "Contractor"), and **Granville County Department of Social Services** (Client).

1. This contract will begin July 1, 2022 and all services will be provided by the Contractor through June 30, 2023.
2. Either party may terminate this agreement, with or without cause, upon 15 days prior written notice to the address of the other party as shown in the agreement (or as updated by written notice by either party to this agreement). If the contract is terminated by either party, the Contractor will provide work due until the date of termination and Client will pay the Contractor an amount commensurate with work performed through the date of termination.
3. Notwithstanding, either Party may terminate this agreement immediately in the event of a breach of the agreement by the other party.

The purpose of this contract is to secure the services of **R. Adams & Associates, L.L.C.** (the "Contractor"). The primary purpose of this work shall be to provide training and consulting services to social services leadership staff of Client, on topics specified by Client and/or according to Contractor's list of offerings. The Contractor is responsible for travel, and lodging.

The Contractor will invoice Client as set forth below.

For any work done for Client, the Contractor will bill the Client on a monthly basis. The cost for services provided shall be:

1. Training sessions are billed as either half day (up to 3 hours) or full day (6 hours or more). The cost of a half day training session, including any fees, is $2,500.00. The cost of a full day training session, including any fees, is $5,000.00.
2. Consulting services shall be billed at a rate of $65.00 per 30-minute increments and based upon scheduled/written consultation appointments.
3. The Contractor will submit an invoice no earlier than the last business day of the month, itemizing work done by date, type of work done, and hours worked. Work billed on the invoice shall be shown in increments of no less than one-half hour (30 minutes.)

The Client shall pay the Contractor in the manner and amounts specified in this contract for services provided between July 1, 2022 through June 30, 2023, not to exceed $15,000.00.

Contractor hereby agrees to save, defend, and hold harmless and indemnify Client and all of its officer, department, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties and cost – including court costs and attorney's fees, charges, liability and exposure, however cause-resulting from, arising out of, or in any way connected with the Contractor's negligent performance or non-performance of the terms of the contract. Additionally, Contractor complies with the requirement of a valid North or South Carolina Driver's License and maintains adequate automobile insurance.

Client hereby agrees to save, defend, hold harmless and indemnify the Contractor and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost – including court costs and attorney's fees, charges, liability and exposure, however caused – resulting from, arising out of, or in any way connected with Client's negligent performance of non-performance of the terms of the contract.

This agreement may be changed, modified or discharged only by an agreement in writing signed by both parties.

This Agreement shall be construed and governed in accordance with the laws of North Carolina. Contractor consents to the personal jurisdiction of and agrees to venue in the state and federal courts located in North Carolina for proceedings in respect of this Agreement, and hereby waives any objections he/she may have thereto. Contractor shall be bound by the rules of confidentiality which binds employees of Client with respect to provisions of services, parties being served, employment actions, and other matters about which employees of Client are bound by law to keep confidential. Contractor shall act in accordance with Client's policies and shall be empowered with any rights that Client's policies provide to fulfill the duties outlined in Section 2.

**E-Verify**

Contractor warrants that it is, and shall at all times, this agreement is in effect remain in compliance with the "E-Verify" provisions of Article 2, Chapter 64 of the North Carolina

General Statutes. Further, Contractor shall require that all subcontractors providing services related to this contract be and remain in compliance with Article 2, Chapter 64 of the North Carolina General Statutes. Failure to meet the requirement of this paragraph shall be an event of default hereunder.

**Restricted Companies List**

Contractor represents that as of the date of this agreement, Contractor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N. C. Gen. Stat. § 147-86.58. Contractor also represents that as of the date of this agreement, Contractor is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N. C. Gen. Stat. § 147-86.81.

IN WITNESS THEREOF, Contractor, and Client execute this Agreement as of the date(s) written below.

| | |
|---|---|
| **Rodney Adams**<br>**R. Adams & Associates, L.L.C.** | **Doug Logan,**<br>**Interim County Manager** |
| **Signature: ____________________** | **Signature:____________________** |
| **Contractor**<br>**EIN/SSN:** | **Client** |
| **Date:__________________________** | **Date: ______________________** |

**INDEPENDENT CONTRACTOR AGREEMENT**

This independent contractor agreement (this "Agreement") is entered into by and between Drake Maynard/DBA DMHRServices, LLC (the "Contractor"), and Granville County Department of Social Services (Client).

WITNESSETH:
WHEREAS, Client desires to contract with an Independent Contractor to perform duties and to produce deliverables as described in Section 2 below; and
WHEREAS, Contractor desires to perform these duties and produce these deliverables for the Client under the terms and conditions set forth in this Agreement, and according to all laws and regulations, and abiding by all professional accounting and bookkeeping standards;
NOW, THEREFORE in consideration of the mutual promises, covenants, and representations contained herein, the parties hereto agree as follows:

**Section 1: Term**

a) This contract will begin July 1, 2022 and all services will be provided by the Contractor through June 30, 2023.
b) Either party may terminate this agreement, with or without cause, upon 15 days prior written notice to the address of the other party as shown in the agreement (or as updated by written notice by either party to this agreement). If the contract is terminated by either party, the Contractor will provide work due until the date of termination and Client will pay the Contractor an amount commensurate with work performed through the date of termination.
c) Notwithstanding, either Party may terminate this agreement immediately in the event of a breach of the agreement by the other party.

**Section 2: Description of Services and Purpose of Contract**
The purpose of this contract is to secure the services of Drake Maynard (the "Contractor"). The primary purpose of this work shall be to provide professional services to Client. This work and deliverables will include:

a) Providing training to management and staff of Client, on topics specified by Client.
b) Providing technical advice and assistance in the area of human resources management.

**Section 3: Independent Contractor Relationship**
The parties to this Agreement intend that the relationship between them created by this Agreement is that of independent contractor. Nothing in this agreement shall in any way be construed to constitute Contractor as an employee of Client. However, the Contractor is bound by the terms of this Agreement with respect to its duties and responsibilities. The Contractor may provide services to other contracting organizations during the term of this Agreement without violating the terms of the Agreement.

**Section 4: Professional Compensations and Expenses**
The Contractor will invoice Client as set out below.

For any work done for Client, the Contractor will bill the Client on a monthly basis. The cost for services provided in a) and b) above shall be:

1. Training presentations are billed as either half day (up to 3 hours) or full day (6 hours or more.). The cost of a half day training session is $750. The cost of a full day training session is $1500.
2. The provision of technical advice and assistance by the Contractor shall be billed at the rate of $85 per hour.
3. The Contractor will submit an invoice no earlier than the last business day of the month, itemizing work done by date, type of work done, and hours worked. Work billed on the invoice shall be shown in increments of no less than one-half hour (30 minutes.)

The Client shall pay the Contractor in the manner and amounts specified in this contract for services provided through June 30, 2023, not to exceed $17,500.00.

**Section 5: Notice to Contractor Regarding Tax Duties and Liabilities**
Contractor shall be responsible for and will pay in a timely fashion all federal and State of North Carolina income taxes, FICA, Medicare and Social Security payments/liabilities which are due and may become due on any sum(s) paid by Client to Contractor over the term of this Agreement. It is understood Client is not responsible for any of said payments/liabilities. Notwithstanding, Client reserves the right to withhold from any amount paid to the Contract income, FICA, and other withholding taxes if in Client's sole discretion if it believes that it is required to do so under the Federal or State Tax Law.

**Section 6: Indemnification**

a) Contractor hereby agrees to save, defend, and hold harmless and indemnify Client and all of its officer, department, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties and cost – including court costs and attorney's fees, charges, liability and exposure, however cause-resulting from, arising out of, or in any way connected with the Contractor's negligent performance or non-performance of the terms of the contract. Additionally, Contractor complies with the requirement of a valid North Carolina Driver's License and maintains adequate automobile insurance.

b) Client hereby agrees to save, defend, hold harmless and indemnify the Contractor and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost – including court costs and attorney's fees, charges, liability and exposure, however caused – resulting from, arising out of, or in any way connected with Client's negligent performance of non-performance of the terms of the contract.

**Section 7: Confidentiality of Terms of Agreement**

Parties agree to not disclose the terms of this Agreement, including but not limited to any services to be performed and/or compensation for same, without the prior written consent of the other party; upon an order of a court of competent jurisdiction to disclose such information; or upon requirement as a condition of the terms and conditions of the Contract by and between Client and the NC Department of Health and Human Services (DHHS).

**Section 8: Amendments**

This agreement may be changed, modified or discharged only by an agreement in writing signed by both parties.

**Section 9: Governing Laws**

This Agreement shall be construed and governed in accordance with the laws of North Carolina. Contractor consents to the personal jurisdiction of and agrees to venue in the state and federal courts located in North Carolina for proceedings in respect of this Agreement, and hereby waives any objections he/she may have thereto. Contractor shall be bound by the rules of confidentiality which binds employees of Client with respect to provisions of services, parties being served, employment actions, and other matters about which employees of Client are bound by law to keep confidential. Contractor shall act in accordance with Client's policies and shall be empowered with any rights that Client's policies provide to fulfill the duties outlined in Section 2.

**Section 10: E-Verify**

Contractor warrants that it is, and shall at all times, this agreement is in effect remain in compliance with the "E-Verify" provisions of Article 2, Chapter 64 of the North Carolina General Statutes. Further, Contractor shall require that all subcontractors providing services related to this contract be and remain in compliance with Article 2, Chapter 64 of the North Carolina General Statutes. Failure to meet the requirement of this paragraph shall be an event of default hereunder.

**Section 11: Restricted Companies List**

Contractor represents that as of the date of this agreement, Contractor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N. C. Gen. Stat. § 147-86.58. Contractor also represents that as of the date of this agreement, Contractor is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N. C. Gen. Stat. § 147-86.81.

IN WITNESS THEREOF, Contractor, and Client execute this Agreement as of the date(s) written below.

**Drake Maynard for**
**DMHRServices, LLC**

**Signature: __________________________**

**Contractor**
**EIN/SSN: 81-4163426**

**Date:____________________________**

**Doug Logan,**
**Interim County Manager**

**Signature:_____________________**

**Client**

**Date: __________________________**

**Granville County**

104 Belle Street
Oxford, NC 27565
(919) 693-5240

**To:** Board of Commissioners
**From:** Cash, Edward
**Department:**
**Date:** August 2, 2022
**Title:** **Service Contract for Hobart Kitchen Equipment for Detention Center**

**PURPOSE:**
To approve renewal of the service contract for Hobart kitchen equipment for year 2022-2023.

**BACKGROUND:**
Hobart currently provides preventive maintenance and repair service for kitchen equipment located in the Detention Center under an existing contract with Granville County. This is a request for renewal of that contract.

The Granville County Purchasing Policy approved on June 20, 2022, requires renewal contracts over $10,000 to be approved by the Board.

**FUNDING:**
Funding for this service contract was approved in FY 2022-2023 budget.

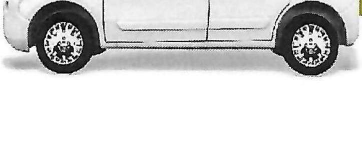
**RECOMMENDATION:**
The Sheriff's Office/Detention Center recommends renewal of the service contract with Hobart kitchen equipment at a cost of $27,697.36.

**ATTACHMENTS:**
See attached Hobart Contract

**ACTION TAKEN:**

HOBART SERVICE

# Hobart Service Agreement




888-4HOBART | hobartservice.com

# Hobart Service

One Call. Total Confidence.

HOBART SERVICE

*Service Products Agreement*

| | |
|---|---|
| Offer Created On: | March 23, 2022 |
| Offer Valid Until: | April 22, 2022 |

**Customer:**

Edward Cash, Major
Customer ID: 3272174
Granville Detention Center
525 New Commerce Dr
Oxford, NC 27565-9488
919-939-7590
edward.cash@granvillecounty.org

**Special Notes:**

Hot Side Hobart Assurance M-F 8-5(parts, labor, and travel) two insoections per yr //Cold side Inspections only -two per yr.///Contract ID C449179-002

| Unit Information | | Coverage Type | Service Calls | Coverage Start | Coverage End | Total | |
|---|---|---|---|---|---|---|---|
| SN: 1034601RR0173, Model: 30STEL-MARKET, Brand: MARKET | | Hobart Assurance | Unlimited | 7/1/2022 | 6/30/2023 | $ | 1,174.48 |
| Optional Features: | 2 Extra MI per Unit | | | | | | |
| SN: 1034601RR0174, Model: MF24E-MARKET, Brand: MARKET | | Hobart Assurance | Unlimited | 7/1/2022 | 6/30/2023 | $ | 1,778.68 |
| Optional Features: | 2 Extra MI per Unit | | | | | | |
| SN: 1034601RR0175, Model: MF24E-MARKET, Brand: MARKET | | Hobart Assurance | Unlimited | 7/1/2022 | 6/30/2023 | $ | 1,778.68 |
| Optional Features: | 2 Extra MI per Unit | | | | | | |
| SN: 19051280011581, Model: EUC200-ICE, Brand: ICE | | Hobart MI Only | | 7/1/2022 | 6/30/2023 | $ | 636.00 |
| Optional Features: | 2 MI per Unit | | | | | | |
| SN: 19126438A, Model: 7400SS-ATLAS, Brand: ATLAS | | Hobart Assurance | Unlimited | 7/1/2022 | 6/30/2023 | $ | 159.00 |
| Optional Features: | 2 Extra MI per Unit | | | | | | |
| SN: 2001100101569, Model: 0836-6-USRANG, Brand: USRANG | | Hobart Assurance | Unlimited | 7/1/2022 | 6/30/2023 | $ | 1,241.26 |
| Optional Features: | 2 Extra MI per Unit | | | | | | |
| SN: 2001100101723, Model: 200-GARLND, Brand: GARLND | | Hobart Assurance | Unlimited | 7/1/2022 | 6/30/2023 | $ | 1,656.78 |
| Optional Features: | 2 Extra MI per Unit | | | | | | |
| SN: 2001100101724, Model: 200-GARLND, Brand: GARLND | | Hobart Assurance | Unlimited | 7/1/2022 | 6/30/2023 | $ | 1,656.78 |
| Optional Features: | 2 Extra MI per Unit | | | | | | |
| SN: 2687010000, Model: ED96PR-A/SHAM, Brand: ALTOSHAAM | | Hobart Assurance | Unlimited | 7/1/2022 | 6/30/2023 | $ | 606.32 |
| Optional Features: | 2 Extra MI per Unit | | | | | | |
| SN: 2688255000, Model: 10-10-ESI-A/SHAM, Brand: ALTOSHAAM | | Hobart Assurance | Unlimited | 7/1/2022 | 6/30/2023 | $ | 3,503.30 |
| Optional Features: | 2 Extra MI per Unit | | | | | | |
| SN: 30009076, Model: K64E-MEIKO, Brand: MEIKO | | Hobart Assurance | Unlimited | 7/1/2022 | 6/30/2023 | $ | 2,439.06 |
| Optional Features: | 2 Extra MI per Unit | | | | | | |
| SN: 311588933, Model: HL400, Brand: HOBART | | Hobart Assurance | Unlimited | 7/1/2022 | 6/30/2023 | $ | 957.18 |
| Optional Features: | 2 Extra MI per Unit | | | | | | |
| SN: 311596144, Model: X13E, Brand: BERKEL | | Hobart Assurance | Unlimited | 7/1/2022 | 6/30/2023 | $ | 976.26 |
| Optional Features: | 2 Extra MI per Unit | | | | | | |
| SN: 71528211, Model: PG-8056-U-MIELE, Brand: MIELE | | Hobart Assurance | Unlimited | 7/1/2022 | 6/30/2023 | $ | 2,886.38 |
| Optional Features: | 2 Extra MI per Unit | | | | | | |

# Hobart Service

One Call. Total Confidence.

HOBART SERVICE

## *Service Products Agreement*

| | |
|---|---|
| Offer Created On: | March 23, 2022 |
| Offer Valid Until: | April 22, 2022 |

| Unit Information | Coverage Type | Service Calls | Coverage Start | Coverage End | Total |
|---|---|---|---|---|---|

| Water Treatment Equipment | | | | |
|---|---|---|---|---|
| System Type | Model # | Price per Unit | Unit Qty | Total |

**Details:**

| | |
|---|---|
| Asset Tagging: | 0 Locations, 0 Units |
| Billing Option: | Annual ($0 / Invoice) |

| | | |
|---|---|---|
| Coverage Subtotal | $ | 26,994.49 |
| Asset Tagging | $ | - |
| Billing Admin Fee | $ | - |
| Water Treatment Equipment | $ | - |
| **Total*** | **$** | **26,994.49** |

**Tax not included*

## Commercial Terms – Hobart Maintenance Inspection

For any equipment with the coverage type of "Hobart Maintenance Inspection," the following terms shall apply. Capitalized terms not defined in this Section are defined in the Hobart Service & Installation Terms and Conditions listed in this Service Agreement, and such definitions shall apply.

**Services Included in Hobart Maintenance Inspection:**

1. *Maintenance Inspection. During the Term, Hobart will perform the number of Maintenance Inspection Calls listed herein.* A Maintenance Inspection Call is a Call that identifies potential service problems on a unit prior to occurrence. A Checklist may be supplied and does not include any repair service.

**Optional Services:** The following Services are available at additional cost. If the Service Agreement does not list these optional services as selected by the Customer, they are not included in this Service Agreement.

1. *Additional inspections as agreed upon by the parties from time to time.*

**Excluded Service:** The following are not included in this Service Contract and Hobart shall have no obligation to provide. Should Customer request and Hobart choose to provide such services, Customer shall pay Hobart based on Hobart's standard Time and Material Rates in effect at the time of such Call for all labor and Parts (including travel time) provided during such Call:

1. *All Calls other than a Maintenance Inspection Call.*
2. *Parts replacement.* No replacement labor or Parts are included in this Service.
3. *Asset Tagging* . Data capturing that provides additional identification of each unit covered by the Agreement that provides the Customer with accurate and detailed data regarding equipment inventory.
4. *Third Party Service* . Should Customer allow a third party to provide service (other than general tasks) on covered equipment, Hobart, in its sole discretion, may elect to remove such covered equipment that was repaired by an unauthorized third party from the Agreement.
5. Calibrations and/or adjustments to properly functioning equipment, which alter temperature or product appearance requested by Customer.
6. Feature upgrades including firmware or software upgrades or changes to label format or graphics.
7. Customer network related issues for Hobart connected devices. Loaner equipment is not included, but may be provided by the local Hobart Service Office at additional cost subject to availability.
8. All welding services
9. Replacement of booster tanks and heat exchangers
10. Customer locations further than 100 miles from the closest Service Office
11. Taxes, tolls, and permits applicable to Service and Parts
12. Water Quality Related Damages. Calls resulting from damage due to improper water conditions, improper unit cleaning, failure of customer to provide proper water quality to the equipment as required by equipment manufacturer specifications, and/or failure of Customer to maintain proper water treatment equipment.

6. **Term; Cancellation.** Unless otherwise specified in a Service Contract, the term of this Agreement shall begin on the date of Customer's acceptance and shall continue for a period of one year (the "Term"). The Agreement shall automatically renew for additional one year terms unless (i) Customer opts out of the automatic renewal option on the date it enters into a Service Contract or (ii) Customer provides written notice of termination at least 90 days' in advance of renewal. Hobart or Customer may terminate this Agreement for convenience at any time with thirty (30) days prior written notice to the other party. If the Customer terminates for convenience, Customer shall pay Hobart an amount equal to the greater of (a) the pro-rated contract price through the date of termination and (b) the value of any Parts and Services received (at standard Hobart Rates), not to exceed the original contract price. Hobart may elect to terminate this Service Contract for cause if Customer becomes past due on payment of their Service Contract invoice(s). Hobart also reserves the right to notify Customer that Hobart will no longer provide Parts and/or Services until Customer has paid all past-due invoice(s).

7. **Parts.** Hobart will provide Parts for equipment covered in an applicable Service Contract, subject to the availability of such Parts. Hobart may provide new or reconditioned Parts. Replaced parts and assemblies shall become the property of Hobart upon removal. For Parts installed by Hobart, title and risk of loss transfers to Customer upon installation. For Parts ordered by and shipped to Customer, title and risk of loss passes to Customer upon receipt by the carrier. Should Customer request expedited freight, Hobart will expedite the Parts at Customer's cost. If the Parts are damaged in transit, Customer must file a claim with the carrier and Hobart shall not be liable for such damage. Concealed damage and shorted shipments must be reported to Hobart's Parts Department within 5 days of delivery.

8. **Returns.** Customer may only return Parts with Hobart's written authorization, in Hobart's sole discretion. Return requests must include the item and invoice number and reason for return unless otherwise approved by Hobart. Customer will be responsible for any applicable restocking fees. No return requests will be accepted after 90 days from the date of invoice. Custom orders may not be cancelled or returned. All returned Parts must be unused, in saleable condition, and in the original packaging. Except to the extent prohibited by law, Customer is responsible for shipping return Parts to Hobart's designated location. Hobart will issue a credit or a refund at its election after the returned Part has been received and inspected for conformity to this section. Failure to comply with this section will result in any credit being withheld or reduced accordingly in Hobart's discretion. The following items are not eligible for return: non-stock parts, hazardous materials with a shelf life, electronic boards or electronic components that have been opened, commercial standard items (e.g., nuts, bolts, screws), and multiple quantity items if less than the original quantity is returned.

9. **Indemnity**. Hobart agrees to indemnify Customer, its directors, officers, and employees from third-party claims, damages and expenses (including reasonable attorneys' fees) to the extent those losses were directly caused by (i) the gross negligence or willful misconduct of Hobart or its employees, (ii) Hobart's failure to comply with applicable laws, or (iii) any claim of infringement or misappropriation of any third-party intellectual property right directly based on the Services performed by Hobart provided, however, Hobart shall have no duties under this paragraph where the Services or Parts have been modified by any party other than Hobart. Hobart does not indemnify Customer for any damages (or legal expenses) to the extent caused by Customer's (or its agent's or employees') fault. The above obligations are contingent upon (i) Customer supplying Hobart written notice of such claim immediately after the Customer has notice of such claim, (ii) Customer diligently cooperating with Hobart in the defense and settlement of such claim; and (iii) Customer allowing Hobart the full right to defend and settle such claim.

10. **Insurance.** Hobart carries the following insurance: i) worker's compensation meeting statutory requirements, ii) employer's liability with limits of $1,000,000 per accident/ per disease, per employee/ per disease, policy limits, iii) commercial general liability including products and completed operations of $2,000,000 per occurrence, $4,000,000 aggregate, $4,000,000 products and completed operations aggregate with Customer as an additional insured per form U GL 11 75 D CW or replacement thereof, iv) commercial auto liability with combined single limits of $1,000,000 per accident for owned, hired and non-owned vehicles. Hobart will provide evidence of insurance upon request of Customer. Hobart may self-insure any coverage.

**11. Warranty.**

a. For Services and Parts (other than in connection with Equipment Installations), Hobart warrants to Customer that (a) it will perform the Services in a timely, competent and professional manner and in accordance with industry standards and (b) the Services shall conform to the Service Contract for a period of 24 hours from completion (the "Services Warranty Period"). Hobart further warrants to Customer that any Parts (i) shall be free of any liens, (ii) shall, for a period of 90 days from original installation if installed by Hobart or from shipment if not installed by Hobart (the "Parts Warranty Period" and together with the Services Warranty Period, the "Warranty Period"), be free of material defects in workmanship and material

b. For Equipment Installation, Hobart warrants to Customer that (a) it will perform the Services in a timely, competent and professional manner and in accordance with industry standards and (b) the Services shall conform to the Service Contract for a period of 24 hours from completion of the Services or, if Hobart performs the final equipment connections, 30 days from completion of the Services (the "Warranty Period"). Delays in equipment startup shall not extend this warranty.

c. For new equipment (excluding Parts): New equipment purchases are subject to separate terms and conditions, as provided by the original equipment manufacturer.

d. The above warranties (the "Warranty") apply directly to Customer and may not be assigned. Customer's exclusive remedy, and Hobart's sole obligation, for a breach of the Warranty is for Hobart, at its option, to re-perform the Services, repair or replace the Parts, or credit Customer's account for such defective Services or Parts. Hobart's obligations herein are contingent upon (i) Customer making any claim under this Warranty during the Warranty Period, (ii) such claim includes detailed explanation of any alleged deficiencies, (iii) Hobart is given a reasonable opportunity to investigate all claims; and (iv) Hobart's examination of such Parts or Services confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, improper installation, unauthorized alteration or repair or improper testing by Customer or a third party.
EXCEPT AS SET FORTH ABOVE, HOBART MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE).

16. **Miscellaneous.** (a) Additional terms from the local Branch Office may also apply to the Agreement, and if applicable will be provided by the local Branch Office prior to sale. (b) Except for payment obligations, neither party will be responsible for failure to perform in a timely manner under the Agreement when such failure results from events beyond its reasonable control (each an "Event of Force Majeure"), including acts of God, acts of war, blockades, pandemic, labor disputes and Part shortages. For each Event of Force Majeure, the affected party's time for performance will extend for such time as reasonably necessary to enable that party to perform. (c) Nothing in the Agreement or the course of dealing of the parties may be construed to create a partnership, joint venture, or agency or as authorizing either party to obligate the other in any manner. (d) The Agreement may not be assigned or transferred by Customer without Hobart's prior written consent. (e) Any dispute related to the Agreement will be governed by and construed according to the laws of the state of Ohio and litigated exclusively in the state or federal courts of the state of Ohio. The parties hereto expressly release and waive any and all rights to a jury trial. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement. (f) If any provision herein is held to be unlawful or unenforceable, the remaining provisions herein will remain in effect. (g) The Agreement constitutes the entire agreement between the parties and any of their affiliates with respect to the Services and Parts covered by the Agreement, and supersedes any prior agreements, understandings, representations and quotations with respect thereto.

**Granville County Administration**
104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Korena Weichel, Assistant County Manager |
| **Department:** | Administration |
| **Date:** | August 8, 2022 |
| **Title:** | **Administration & Board Computer Replacement Program** |

**PURPOSE:**
To establish a computer replacement program for county administration and governing body departments.

**BACKGROUND:**
The Granville County IT Department recommends that each department develop a computer refresh/replacement program in accordance with the County IT Policy adopted in August 2019. Section 4.5 of the IT Policy reads:

> ***4.5 Life Cycle Management*** *In order to maintain the highest degree of security and productivity, Granville County staff will manage the life cycle of equipment in accordance with a Countywide refresh policy. A support contract will be purchased and maintained for all business critical systems, servers, and software.*

Attached for your reference is a copy of the recommended refresh/replacement program for county administration and governing body departments.

**FUNDING:**
Funding will be included each year in the annual budget according to the approved program.

**RECOMMENDATION:**
County administration recommends approving the attached computer refresh/replacement policy for governing body and administration devices.

**ATTACHMENTS:**
Governing Body & Administration Computer Replacement Program (DRAFT)

**ACTION TAKEN:**

Granville County Governing Body and Administration
# COMPUTER REFRESH/REPLACEMENT PROGRAM

## Purpose
To establish a computer refresh/replacement program for Granville County governing body and administration as directed by the Granville County Information Technology Policy adopted in August, 2019. Section 4.5 of that policy reads:

> ***4.5 Life Cycle Management.*** *In order to maintain the highest degree of security and productivity, Granville County staff will manage the life cycle of equipment in accordance with a countywide refresh policy. A support contract will be purchased and maintained for all business critical systems, servers, and software.*

## Policy
In accordance with the Granville County Information Technology Policy, the governing body and county administration will observe a schedule to refresh/replace devices every four years.

Desktops/laptops taken out of service may be made available to the IT department for spare usage or provided to the finance department to surplus.

The IT department has pre-determined that Surface Pro devices have no residual value after approximately three years of use; therefore, the following procedures are in place for those devices:

(1) If the device is less than three years of age, device users who are leaving County service may purchase their device at its residual value as determined by the IT department.

(2) If the device has reached three years of age or more, device users who are leaving County service may assume personal ownership of their device at no charge.

## Purchasing
Devices will be tracked on a replacement schedule and funding included each year in the annual budget as needed.

This policy will become effective upon adoption on August 8, 2022.

# Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

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|---|---|
| **To:** | Board of Commissioners |
| **From:** | Debra Weary |
| **Department:** | Administration |
| **Date:** | July 26, 2022 |
| **Title:** | **Recognition of Service - Cheryl H. Carrier** |

**PURPOSE:**
The Board will recognize Cheryl H. Carrier for her years of service with Granville County Senior Services.

**ATTACHMENTS:**
Cheryl H. Carrier Plaque

**ACTION TAKEN:**

Cheryl H. Carrier

Granville County Senior Services

July 7, 2000 – July 31, 2022

In Recognition of Outstanding Service

to

The Citizens of Granville County

Presented by

The Granville County Board of Commissioners

August 8, 2022

**Granville County**
**Administration**
104 Belle Street
Oxford, NC 27565
(919) 693-5240

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|---|---|
| **To:** | Board of Commissioners |
| **From:** | Debra Weary |
| **Department:** | Administration |
| **Date:** | August 4, 2022 |
| **Title:** | **Recognition of Michael S. Felts** |

**PURPOSE:**
The Board will recognize Michael S. Felts for his years of service with Granville County.

**ATTACHMENTS:**
Michael S. Felts Plaque

**ACTION TAKEN:**

Michael S. Felts

Granville County
1999 – 2004
2007 - 2022

Granville County Manager
July 1, 2013 – July 31, 2022

Granville County Finance Director
May 5, 1999 – August 6, 2004
July 16, 2007 – June 30, 2013

In Recognition of Outstanding Service

to

the Citizens of Granville County

Presented by

The Granville County Board of Commissioners

August 8, 2022

**Granville County Administration**
104 Belle Street
Oxford, NC 27565
(919) 693-5240

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|---|---|
| **To:** | Board of Commissioners |
| **From:** | Debra Weary |
| **Department:** | Administration |
| **Date:** | August 4, 2022 |
| **Title:** | **Summer Civic Leadership Intern Program** |

**PURPOSE:**
To hear a presentation and recognize students that completed the Summer Civic Leadership Program.

**BACKGROUND:**
The Granville County Summer Civic Leadership Program, an internship for rising high school seniors that reside in Granville County, has concluded after five full work weeks in various Granville County departments. During this time, interns toured County facilities, met with department heads, worked in County departments, attended meetings, and worked on a group project to build team working skills and integrate all they learned in the program into a culminating project. Charissa Puryear, County Extension Director, was the facilitator for the program this year.

This year's interns are:

- Kristopher Arias (Granville Early College)
- Jayla Gregory (Granville Early College)
- MacKayla McBride (Granville Early College)
- Kenyan Smith (J.F. Webb)
- Courtney Williams (Granville Early College)

**ACTION TAKEN:**

**Granville County**

104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Debra Weary |
| **Department:** | Administration |
| **Date:** | August 4, 2022 |
| **Title:** | **NCACC YouthVoice** |

**PURPOSE:**
To meet Granville County's YouthVoice delegate.

**BACKGROUND:**
The North Carolina County Commissioners (NCACC) will reconvene YouthVoice at the upcoming conference August 11 – 13, 2022 in Cabarrus County. Youth Voice provides county commissioners with the opportunity to connect with the next generation of leaders. Jermaine Puryear is the YouthVoice delegate for Granville County.

**ACTION TAKEN:**

**Granville County**

104 Belle Street
Oxford, NC 27565
(919) 693-5240

**To:** Board of Commissioners
**From:** Jason Falls
**Department:** Environmental Services
**Date:** July 31, 2022
**Title:** **Environmental Affairs Committee Presentation on Observation Well Program Recommendation**

**PURPOSE:**

The Granville County Citizens Advisory Committee for Environmental Affairs recently formed a subcommittee to address concerns raised by citizens regarding the drinking water supply for those utilizing well water in Granville County.

**BACKGROUND:**

Following concerns brought to the attention of the Board of County Commissioners, the Planning Board, and the Citizens Advisory Committee for Environmental Affairs regarding the drinking water supply for those utilizing well water, a subcommittee was formed to study and address these issues on behalf of the Board of Commissioners. The subcommittee is recommending a three-pronged strategy of observation, education, and regulation coalesced as the Granville County Observation/Monitoring Well Program. The Environmental Affairs Sub-Committee recommends the following actions be taken by the Granville County Board of Commissioners:

**Strategy One - Observation**

- Appoint the Granville County Environmental Services Director to oversee and manage the Observation/Monitoring Well Program.
- Appropriate $35,000 from fund balance in the fiscal year 2022-2023 operating budget to establish and support this program. Additional recurring funding will likely be needed, and the Environmental Affairs Committee will present a recommendation during the budget process for next fiscal year.
- Identify the wells in Granville County that are inactive or no longer in service.
- Establish a program that encourages existing homeowner associations in Granville County to establish an observation well on their managed property.
- Engage the NC Department of Environmental Quality to assist with this program. Work with DEQ to determine the best locations for other observation wells in the county.
- Direct appropriate staff to pursue state or federal grants that could support this program's mission.

**Strategy Two - Education**

- Appoint the Granville County Recycling and Sustainability Coordinator to serve as the Education Leader for the Observation/Monitoring Well Program.
- Direct the Education Leader to develop materials related to best practices for water conservation and water quality and work with the Granville County Public Information Officer to publicly disseminate these materials
- Direct the Public Information Officer to work with the Environmental Services Director, the Recycling and Sustainability Coordinator, and the Environmental Affairs Committee to add the capability for citizens to communicate with the Environmental Affairs Committee via the Granville County website and information that will allow citizens to stay informed of the latest activities, events, and meeting minutes of the Environmental Affairs Committee and its sub-committees.

**Strategy Three - Regulation**

- Direct the Planning Board, in conjunction with the Planning Director, to draft an update to the Granville County Land Use Ordinance that would implement the following requirements:
  - Require any new major subdivision development to install an observation/monitoring well.
  - Include the Environmental Affairs Committee in the review process for subdivision approvals before they are reviewed by the Planning Board.
  - Develop language in the Land Use Ordinance prohibiting “well interference” based on best practices from other counties
- Add the following representatives to the Environmental Affairs Committee.
  - Granville-Vance Health Department
  - Planning Board Liaison

**ACTION TAKEN:**

**Granville County**

104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Debra Weary |
| **Department:** | Administration |
| **Date:** | August 8, 2022 |
| **Title:** | **Public Comments** |

**PURPOSE:**
Public comments are limited to 3 minutes.

**ACTION TAKEN:**

**Granville County**
**Development Services**
104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Justin Jorgensen |
| **Department:** | Development Services |
| **Date:** | July 29, 2022 |
| **Title:** | **Parks, Greenways, and Recreation Master Plan Consultant Contract** |

**PURPOSE:**
To approve consultant services for the Parks, Greenways, and Recreation Master Plan.

**BACKGROUND:**
A selection committee comprised of staff and members of the Parks, Greenways, and Recreation Advisory Committee reviewed proposals received through an RFQ process. Four proposals were received and two firms were interviewed before determining that The John. R. McAdams Company was the most qualified firm to perform the work. A draft agreement has been negotiated and is awaiting final review and edits from the County Attorney.

**FUNDING:**
Funding is available in the FY2022-2023 Budget.

**RECOMMENDATION:**
County Administration recommends authorizing the Interim County Manager to execute the agreement with The John R. McAdams Company for consultant services for the Parks, Greenways, and Recreation Master Plan pending final review and edits from the County Attorney for a total cost of $119,725.

**ATTACHMENTS:**
Draft agreement from McAdams for reference.

**ACTION TAKEN:**

July 25, 2022

***Justin Jorgensen, AICP***
Senior Transportation Planner
Granville County Development Services

**RE: Granville County Parks, Greenways, and Recreation Plan**
**Granville County, North Carolina**

Dear Mr. Jorgensen,

We look forward to the opportunity to work with you and to provide master planning services for the above referenced project.

## PROJECT UNDERSTANDING

### Objectives

It is McAdams' understanding that the Granville County wishes to develop a comprehensive parks, greenways, and recreation master plan for a ten-year planning horizon. The scope of services needed to complete the master plan is outlined below.

## PROPOSED SERVICES + FEES

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

### BASIC SERVICES: PARKS, RECREATION, AND GREENWAYS MASTER PLAN

### Park Planning Assumptions:

- This proposal is for comprehensive master planning services only. Other services offered by McAdams; such as site specific master plans, construction documents, etc. are outside the scope of this work.
- McAdams will work closely with the County staff to complete the plan. McAdams will be provided information necessary to complete the plan.
- Access to the property will be made available during the project via appointed staff.
- Any additional consultants or services beyond those specifically indicated within the proposal will be additional.
- Previously completed site survey, geotechnical reports, investigations and studies will be provided to McAdams by the Town for use in developing any concept plans or site specific master plans.

## Greenway Assumptions:

This proposal is based on the following assumptions:

- GIS or other georeferenced data (AutoCAD) will be provided to the project team that reflects the Greenway & Sidewalk recommendations from previous planning efforts.
- This proposal is for trails and greenways planning only and does not include detailed feasibility studies, design or engineering. Other services offered by McAdams including but not limited to preparation of site specific Civil Engineering and Landscape Architecture services are not included.
- Architectural improvements, construction and permit documents are not included in this agreement.
- McAdams will work closely with the County staff and other departments to complete the study. McAdams will be provided information from the County staff as necessary to complete the study.
- Access to applicable facilities will be made available.
- Any additional consultants or services beyond those specifically indicated within the proposal, will be additional.

## PHASE ONE: DATA COLLECTION

### Project Initiation

FEE: $615

**(1) Kick-Off Meeting (Virtual)**: We will begin the planning process by conducting a kick-off meeting with the Granville County staff and other agencies staff within the County as desired to review the project goals and objectives, establish lines of communication, finalize the project schedule, outline the public engagement process, and begin gathering data. The greenway planning process will also be discussed during this meeting to provide additional efficiencies and coordination. McAdams staff will facilitate this virtual meeting to familiarize the staff on planning process. This group will be involved throughout the planning process to:

- Attend biweekly meetings as needed
- Provide feedback during asset mapping sessions and other input opportunities
- Provide comments and feedback on draft documents in timely manner
- Approve the draft documents, recommendations, and implementation plan in timely manner

### Community Engagement Plan

FEE: $ 37,785

The project team proposes the following staff meetings and community input meetings to understand residents' perspective on needs, quality, and level of services provided by local parks, facilities and greenway trails.

**Staff + Working Group + Elected Officials Meetings**

**(1) Interjurisdictional Coordination Meeting (Virtual) :** The project team will facilitate up to two- 2-hour workshops with jurisdictions within the County to discus parks and recreation planning and greenway corridor connections and prioritities. In addition to representative from each municipal agency (Mayors and Parks Department Directors), RPO will be invited to participate at these meetings to provide information on regional greenway planning efforts.

Following two meetings including asset maping + summary of findings and draft recommendations will be conducted with each of the following groups:

- Working Group (Parks and Recreation Advisory Board)
- County Commissioners

**(2) Asset Mapping + Summary of Findings/ Visioning Workshop:** The project team will facilitate a combined asset mapping and visioing workshop to better understand the existing status of the parks, recreation, and greenways provision within the County. Asset mapping identifies an agency's strengths that build brand and market definition, while bringing awareness to threats to the assets that need resolution as part of this plan. This meeting will also be utilized to present the findings of the plan's inventory and analysis. These meetings will allow participants an opportunity to provide feedback and input on project vision and guiding principles.

**(2) Draft Recommendations:** The project team will facilitate a 2-hour workshop to present the plan's draft recommendations and solicit input and build consensus on proposed recommendations.

**(1) Final Plan Adoption:** The project team will present the plan summary and recommendations to County Commissioners to request plan adoption.

**Community Input Meetings**

**(2) Public Meetings**: The project team will facilitate two community engagement meetings, each lasting up to two hours. These meetings are intended to provide a convenient platform for resident input on broad and general recreation topics.

**(1) Community Event:** The project team will attend one community event lasting up to four hours to solicit input from a broad resident representation.

**(1) Community Event Material Provision:** The project team will develop engagement material for the County staff to attend one community event. The staff will provide results of the engagement to the project team to be incorporated in the plan.

**(2) Focus Groups (Virtual):** The project team will facilitate up to four focus groups, lasting two hours each. The focus group attendees will be selected in collaboration with the County and are intended to be topic or users specific.

**(1) Statistically Valid Survey:** ETC Institute will develop the statistically valid survey instrument to be distributed to the random sample of residents throughout the County. The details of this task are noted as separate subconsultant task elsewhere in this contract document.

**Planning Context + Review of Relevant Documents**

FEE: $1,340

The County staff will self perform a comprehensive review of adopted plans and any other relevant planning documents such as transportation plans, previous comprehensive parks and recreation plans, etc. and provide findings in a templatized format provided by the project team. This task will also include a review of relevant local, neighboring community, county and regional plans, as well as studies and policies related to parks, open space, greenways and trails. The project team will review the recommendations provided in the above documents, identify those that have been completed and confirm those that remain priorities for the County. Those that remain a priority will be incorporated into the plan recommendations.

**Review of Demographics + Recreation Trends**

FEE: $2,380

The Project team will utilize the County's projections and supplement with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends. For comparison purposes, data will also obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

> To understand the market areas served by the park and recreation system and distinguish customer groups;
> To determine changes occurring in the region, and assist in making proactive decisions to accommodate those shifts.

The demographic analysis will be based on US 2020 Census information, current projections, and 5 and 10 year projections. The following demographic characteristics will be included:

> Population density
> Age Distribution
> Households
> Gender
> Ethnicity
> Household Income

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the Project team utilizes the current issue of the Sports & Fitness Industry Association's (SFIA) Study of Sports, Fitness and Leisure Participation, and ESRI local market potential. Additional recreation trends will be outlined using data sources such as participation trends from the Outdoor Foundation on outdoor recreation trends and current NRPA, the Trust For Public Land, and other industry publications.

## PHASE TWO: NEEDS ASSESSMENT

### GIS Mapping

FEE: $4,530

**Existing Conditions Base Map:** An accurate, comprehensive digital base map for the study will be essential to analyze critical information, issues and opportunities; develop and analyze level of service; evaluate distribution of parks; review trail alignments and connections; and present clear information to interested stakeholders. This task will gather additional data related to park and greenway planning, including coordination of information and data from various local and state agencies. Other additional data gathered specifically to address greenway planning will include:

- Relevant GIS shapefiles from previous planning efforts including georeferenced data reflecting all proposed greenway needs (provided by the County)
- Additional GIS data such as rights-of-way, topography, streams, flood plain, utilities, easements and other information
- Existing parks and recreation facilities (locations / addresses / PIN numbers to be provided by the County if ArcGIS layers are not available)
- Land use and zoning
- Cultural, historic and archeological resource inventories
- Property ownership / tax map data
- Local and regional trail connections
- Street, on-road bicycle and pedestrian facilities connections
- Points and places of interest
- Aerial photography
- Major neighborhoods
- Primary transportation routes
- Jurisdictional boundaries

The map will demonstrate where there are gaps in service as it relates to public parks, facilities and greenway connections, and will be used as the basis for recommendations aimed at providing equitable distribution of parks and recreation offerings across the County; identifying possible locations for land acquisition and closing gaps in connectivity. Additionally, the project team will develop basemaps for each park property within the County limits to help illustrate existing conditions and for reference during the analysis.

**Parks Inventory**

FEE: $1,340

The project team will develop a comprehensive worksheet document for completion by County staff in order to provide an updated park inventory items across all jurisdictions within the County. This will include identification of the following (but not limited to) review items per park:

> Implemented recommendations from previous master plan
> Total number of parks, greenway acerage, and facilities
> Inventory of amenities across all parks sytems within the County

**Site Visits**

FEE: $4,760

The project team will conduct a total three (3) full days site visits for parks and facilities. One of the three visits will focus on greenways. We invite County and Municipal Agency's staff to attend the park and facility tours to provide insight on perceived strengths and weaknesses of each park / facility.

**Parks Facilities Assessments**

FEE: $2,530

The project team will evaluate each of the parks in relationship to the project vision and guiding principles of the plan. This will also include an overview evaluation of items such as:

> Accessibility
> Environmental sustainability
> Inclusivity (offerings for all ages and abilities)
> Placemaking and aesthetics
> Level of maintenance

This information will be presented in the form of cut sheets for all parks properties.

**Level of Service (LOS) & Benchmarking**

FEE: $2,830

During this task, the team will utilize data gathered from reviews of current conditions, inventory, analysis, and public input to establish the existing Level of Service (LOS) within the parks and services provided. LOS may include (but are not limited to) metrics such as acres of parkland (open space) per 1,000 population, number of facilities per 1,000 population, operating budget per resident or acreage of parkland, miles of trails per 1,000 population, full time equivalent (FTE's) staff per acres of parkland, etc.

The project team will work with the County staff to identify up to five (5) benchmarking counties to develop customized level of service comparison. These counties may include adjacent counties or other counties that Granville would like to emulate. The project team requests custom data from selected counties and develops comparison findings.

Based on the community and staff input, custom benchmarking, and national standards and best practices, user preferences as identified to develop a set of goals for future LOS. The goals will help establish the long-range vision for future improvements to facilities, revenue recovery, and other metrics used to measure performance.

### Under-served Communities

FEE: $1,320

Using sophisticated GIS analysis tools, the project team will identify under-served areas within the County where current geographic gaps exist. In addition, the team overlays socially vulnerable areas (using ESRI's Social Vulnerability Indices) with geographic gaps to develop recommendations regarding new parkland acquisitions and access to parks and amenities.

### Funding and Operations Assessment

FEE: $15,500

1. **Operations and Maintenance Assessment**: We will conduct a high level assessment of the County's services, staff organization, and operations to determine strengths and weaknesses, gaps, policies, procedures, and ability to adequately maintain parks and facilities. We will review organizational capacity, staff structure and levels, workflow, synergies and growth areas within the agency. Additionally, we will review opportunities for strengthening future service development to identify opportunities for improvement as well as strengths on which to capitalize.
   We will complete the assessment by review of plans, reports, budgets, and other information provided by the County as well as a series of staff interviews (individual or group). We will provide a memorandum of key findings and draft recommendations that can be refined through the implementation development phase of this scope.

   **Cost of Service and Funding Analysis**: As the Department seeks to efficiently manage limited resources and effectively respond to increased service demands, a funding study is a way to understand the total cost of services, as well as identify potential areas of opportunity. This important undertaking will help the Department better understand its true costs of providing services and serve as a basis for making informed policy decisions regarding the most appropriate fees, if any, to collect from individuals and organizations. The analysis will look at the full cost of providing services, including direct salaries and benefits of staff, direct departmental costs, and indirect costs from central service support. We will determine the full cost recovery fee for the Department to provide each service; however, fees can be set at the Department's discretion, using the cost recovery policy as a guiding force.

## GREENWAY PLANNING

### Site Inventory, Analysis and GIS Mapping: Greenways

Fee: $5,200

The Consultant will map and review data provided by the County of existing and potential greenway corridors. All previous plans and studies will be reviewed and included as a foundation for this project. These may include Parks and Recreation Masters Plans, Land Use Plans, Comprehensive Transportation Plans, Bicycle and Pedestrian Plans, Feasibility Studies, etc. Existing or planned national, statewide, and regional trail networks will be included in all analysis.

Data Layers provided by the County will include:

- Relevant geographic information system (GIS) layers from previous planning efforts including georeferenced data reflecting all existing and proposed greenways;
- GIS data such as rights-of-way, topography, streams, floodplain, utilities, easements and other information;
- Land use and zoning;
- Cultural and historic resource inventories;
- Property ownership / parcel data;
- Local, regional and statewide greenway connections;
- Street, on-road bicycle and pedestrian facilities connections; and
- Points and places of interest.

Using the digital base map and input from public involvement, the team will evaluate opportunities for future greenways that includes:

- Identifying desired destinations which may include schools, parks, sites of historical or cultural interest, employment centers, health providers, retail areas, essential services, etc.;
- Identifying gaps along greenway, bicycle and pedestrian facilities, and access to transit stops;
- Highlighting issues and opportunities related to the proposed greenway corridors; and
- Developing an opportunities and constraints map for proposed greenway corridors and connections County-wide.

### Greenway Network Development

Fee: $6,240

Based on the opportunities and constraints map, the team will refine and consolidate all proposed greenway corridors into one County-wide network plan. The plan will incorporate any updates to greenway routing based on opportunities and constraints identified to minimize environmental impact, reduce cost and improve user safety and experience. The network will be designed to suit a wide-range of users and serve all of Granville County's residents.

Greenway network analysis will reflect input from citizens, County and municipal staff, elected officials, stakeholders and adjacent jurisdictions through the public input process.

**Greenway Design Guidance**

Fee: $1,040

The project team will prepare cross sections of greenways illustrating typical widths, surface materials, and the general relationship between greenway corridors and neighboring land uses. A clear set of design standards will be prepared based on national and statewide greenway design guidance that will be useful in future detailed design and engineering. Key elements and recommendations will be summarized.

**Greenway Prioritization Guidance**

Fee: $1,560

Once the network plan is developed, the project team will provide evaluation criteria guidance for ranking priority corridors based on community, staff and elected official input. The guidance will be provided to the County to rank priority greenway corridors for implementation following the plan's completion.

**Implementation Guidance: Greenways**

Fee: $2,080

The project team will develop a Greenways Action Plan that is consistent with existing plans, recommends implementation strategies to establish and maintain the greenway network, and identifies funding resources.

**PHASE THREE: VISIONING**

**Recommendations**

FEE: $4,920

The project team will translate the community values revealed through the community engagement and needs assessment process into guiding principles for the plan. Each plan recommendation is aligned with one or multiple guiding principles to inform the decision-making process. Recommendations typically include strategies for advancing parks, open space, greenways, operations and maintenance and financial management.

**PHASE FOUR: IMPLEMENTATION + ADOPTION**

**Action / Implementation Plan**

FEE: $2,680

Based on the Master Plan recommendations as identified above, the team will prepare an Action Plan that outlining the priority needs based on a 10-year planning horizon. The plan will include the recommendations that were identified by the team during the planning process. Also, a strategies section of the plan will be included that identifies potential sources of funding and land acquisition strategies. Each action item will be prioritized as short term, mid-term, or long term. Additionally, the implementation plan will also include department staff responsible for implementation and magnitude of costs.

**MASTER PLANNING DOCUMENT**

**Draft Master Plan**

FEE: $7,020

The project team will develop topic based sections or 'chapters' as the data becomes available throughout the life of the project. These will be shared with the County staff responsible for providing the project team comments and feedback. Once the comments are addressed, these sections will form the basis for draft master plan document that will be shared with the staff as compiled draft master plan document. Following chapters are typically included as part of the master plan:

- Introduction
- Inventory + analysis
- Level of service and benchmarking
- Community engagement
- Needs Assessment
- Guiding principles & Recommendations
- Action + Implementation Plan

**Final Master Plan Document + Adoption**

FEE: $2,530

A final master plan document will be prepared for delivery to the County staff and final plan adoption. The plan will summarize the planning process and recommendations in the form of an Executive Summary section. The plan will be developed with best practices in graphic communication and include tables, charts, maps and other graphics to ensure key points are clearly presented.

The final plan will be presented to staff for last round of comments. Based on review comments, the Action Plan will be finalized and the final Master Plan will be presented to County Commissioners for approval and adoption.

The project team will deliver electronic copies of all files and graphics developed for the plan in both native file formats and pdf. One hard copy of the final plan will be delivered for the County's use.

### Project Management + Coordination

FEE: $8,940

Comprehensive parks, recreation, greenway and open space plans require significant proactive communication and coordination between team members, staff, elected officials and other involved parties. This task includes the following:

- All correspondence (phone, email or other platform);
- Management of project schedule;
- Management of project budget and invoiding;
- Attendance by two staff at biweekly meetings;
- Execution of the McAdams QA / QC process; and
- Any additional tasks associated with maintaining the project schedule, budget, or quality.

This scope and fee assumes eleven (11) month project duration and approximately one hour of project management time per week. If the project timeline is extended for any reason, or if project management tasks exceed these assumptions, additional project management fees may apply.

### FEE SUMMARY

| TASK | FEE | |
|---|---|---|
| **BASIC SERVICES: PARK + REC + GREENWAY MASTER PLAN** | | |
| Community Engagement: Staff Meetings | $ | 15,545.00 |
| Community Engagement: Public Outreach | $ | 22,855.00 |
| Inventory + Analysis | $ | 42,225.00 |
| Master Planning Document | $ | 12,640.00 |
| Greenway Planning | $ | 16,120.00 |
| project management and coordination (11 months) | $ | 8,940.00 |
| | | |
| **Total Basic Services** | **$** | **118,325.00** |
| | | |
| **ADDITIONAL SERVICES** | | |
| | $ | - |
| **Total Additional Services** | $ | - |
| | | |
| Reimbursables (est.) | $ | 1,400.00 |
| **Grand Total** | **$** | **119,725.00** |

## EXTRA SERVICES

**J. Additional Services:**

When requested by the Owner and confirmed by the Owner and / or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Owner shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

## PROJECT SCHEDULE

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project.

The time limits and schedule set forth above have been agreed to by the Client and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

## CLIENT'S RESPONSIBILITIES

Client shall be responsible for the following:

- Notification to proceed
- Timely approval of draft reports presented for Client approval
- If needed, timely providing of information from other professional services
- Payment of all application and permit fees
- Payment of Engineering invoices
- Notification to project manager of any problems
- Provide all data as outlined herein, including, but not limited to, relevant GIS data, and current and projected population data and trends

## EXCLUSIONS

The following services are not included in this Agreement:

- Court appearances for litigation, or preparation for same
- Revised directives from Client after the project investigation has begun
- Design, engineering or surveying services not specifically described herein
- Environmental investigations that are wetland / stream delineations, wetlands surveying, wetlands permitting
- Detailed traffic studies or engineering

## GENERAL CONDITIONS

- This proposal is valid for 30 days from the above date.
- Owner and / or Client are responsible for all application and permit fees.

## CONCLUSION

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

**MCADAMS**

Rachel Cotter

Rachel Cotter, RLA
Assistant Director, Public Sector

RC/lgh

Enclosures

## ACCEPTANCE

By: ____________________________ Date: __________

Name: ____________________________

Title: ____________________________

1. Specifications for contract by hourly charge, the following rates apply

| ROLE | RATE |
|---|---|
| Principal-in-Charge | $210 / hour |
| Senior Project Manager | $190 / hour |
| Project Manager | $150 / hour |
| Senior Project Engineer | $150 / hour |
| Project Engineer | $140 / hour |
| Intern | $80 / hour |
| Senior Landscape Architect | $150 / hour |
| Landscape Architect | $140 / hour |
| Landscape Designer | $120 / hour |
| Senior Planner | $185 / hour |
| Planner | $130 / hour |
| GIS Manager | $180 / hour |
| GIS Technician | $110 / hour |
| Graphics / Media Design | $100 / hour |
| Technical / Grant Writer | $100 / hour |
| Technical Manager | $150 / hour |

| ROLE | RATE |
|---|---|
| Designer II | $120 / hour |
| Designer I | $105 / hour |
| Senior CAD Technician | $110 / hour |
| CAD Technician | $90 / hour |
| Survey Director | $190 / hour |
| Survey Project Manager | $150 / hour |
| Survey Technician | $105 / hour |
| Survey Crew (2 Man) | $145 / hour |
| SUE Project Manager | $150 / hour |
| SUE Technician | $85 / hour |
| UAS Crew | $225 / hour |
| Senior Project Coordinator | $95 / hour |
| Construction Services Manager | $210 / hour |
| Construction Services Professional | $150 / hour |
| Construction Observation | $140 / hour |

*Hourly services are recorded and rounded to the nearest 1/4 hour.*

2. The following charges apply on all contracts, for copies of plans and specifications sent out of the Engineer's office (to Owner, City regulatory agencies, bidders, contractor, other consultants, etc.):

| ITEM | FEE |
|---|---|
| Oversize + Color Rep. | $3.00 / each |
| Paper Reproductions | $2.00 / each |
| Specifications | $0.10 / each |

| ITEM | FEE |
|---|---|
| Oversize Mylar Sepia | $20.00 / each |
| Mylar Sepia | $15.00 / each |
| Paper Sepia | $5.00 / each |

3. The following rates are charged in addition to the above fees:

| ITEM | FEE |
|---|---|
| Fees Paid for Permits and Applications | Cost Plus 10% |
| Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings | Cost Plus 5% |
| Subcontractor Invoices | Cost Plus 12.5% |

4. Fees are subject to adjustment at the beginning of each calendar year.

5. Projects are billed on a monthly basis and invoices are due upon receipt. Invoices which have been not been paid within 30 days are past due and subject to finance charges of 1.5% per month.

The proposal submitted by THE JOHN R. McADAMS COMPANY ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

**1. PAYMENT**

The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In light of the obvious advantage of resolving questions and disputes regarding CONSULTANT's services and invoices quickly, CLIENT will notify CONSULTANT, in writing, of any questions or dissatisfaction which it may have regarding the cost, quality or appropriateness of services provided related to an invoice within ten (10) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT agrees that it waives its right to dispute the accuracy and appropriateness of all or part of the invoice.

If the CLIENT fails to make payment to the CONSULTANT within 30 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 60 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

**2. NOTIFICATION OF BREACH OR DEFAULT:**

The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT's work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of or should have become aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach.

**3. REPRESENTATIONS OF CLIENT:**

CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

**4. OWNERSHIP OF INSTRUMENTS OF SERVICE:**

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

**5. CHANGE ORDERS:**

CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees. Unless CLIENT objects in writing within five (5) days, the Change Order becomes a part of this Agreement.

**6. SITE OPERATIONS:**

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

**7. ASSIGNMENT AND THIRD PARTIES:**

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

**8. PROJECT SITE:**

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the OWNER(s) of the aforementioned possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

**9. SURVIVAL:**

All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

**10. FORCE MAJEURE:**

Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

**11. STANDARD OF CARE:**

CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. There are no other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose that will or can arise out of the services provided by CONSULTANT or this Agreement.

**12. WAIVER OF CONSEQUENTIAL DAMAGES/LIMITATION OF LIABILITY:**

CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to $50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

**13. SAFETY:**

CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

**14. ARBITRATION:**

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non- binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

**15. INDEPENDENT CONTRACTOR:**

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

**16. TERMINATION:**

Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non- cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

**17. SEVERABILITY:**

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

**18. NO WAIVER:**

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

**19. MERGER, AMENDMENT:**

This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

**20. CHOICE OF LAW:**

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

**Granville County**
**Tax Administration**
104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Jenny Griffin |
| **Department:** | Tax Administration |
| **Date:** | July 28, 2022 |
| **Title:** | **Late Application - Disabled Veteran** |

**PURPOSE:**
To consider the approval of the untimely filed application for the Disabled Veteran Exclusion.

**BACKGROUND:**
According to the N.C.G.S. 105-282.1(a1), upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by the Board of County Commissioners. This subsection applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed.

Bennett L. Ennis was under the impression that Mr. Crooms of Durham County Veterans services would send his NCDVA-9 form to Winston Salem. Mr. Ennis worked with Rodney Frazier, former Veterans Services Officer with Granville County Veterans Services, and recently with A. J. Spiess, Veterans Services Tech with Granville County Veterans Services.

**RECOMMENDATION:**
The Tax Administrator recommends approval of the late application for Disabled Veterans.

**ACTION TAKEN:**

BENNETT LOVE ENNIS JUNE 21, 2022

IN THE BEGINNING OF JUNE OF 2021, I WAS AWARDED 100% TOTAL DISABILITY FROM THE VA.

I SPOKE TO MR. JONATHAN CROOMS, OF THE OFFICE OF VA REPRESENTATIVE IN DURHAM COUNTY. HE SENT A FORM THAT I SIGNED ON OR ABOUT 6/3/2021 THAT WOULD BE USED TO REDUCE MY PROPERTY TAX BURDEN BY $45,000.00. MR. CROOMS SAID HE WOULD FORWARD THE FORM TO THE WINSTON-SALEM, N.C. OFFICE FOR PROCESSING.

WHEN I RECEIVED MY 2022 TAX BILL I NOTICED THAT THE TAX AMOUNT HAD NOT CHANGED.

I WOULD APPRECIATE ANY HELP OR CONSIDERATION THAT YOU CAN GIVE.

THANK YOU

Bennett L Ennis

**Granville County**
**Tax Administration**
104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Jenny Griffin |
| **Department:** | Tax Administration |
| **Date:** | August 2, 2022 |
| **Title:** | **Refund Request** |

**PURPOSE:**
To consider a Solid Waste Fee refund request.

**BACKGROUND:**
When Deborah C. Joyce received her tax bill, she called the tax office with questions about the solid waste fee for the 2022 billing cycle. Ms. Joyce's solid waste fee was $91.00. During this phone call Ms. Joyce informed the tax office she has had GFL waste service since 2015. Tax office staff confirmed with GFL that Ms. Joyce does indeed have service with them. Her 2022 solid waste fee was adjusted accordingly.

Ms. Deborah C. Joyce is requesting a refund for the past years of paying solid waste fees at the non-GFL rate.

**RECOMMENDATION:**
The Tax Administrator does not recommend a refund. It is the duty of the taxpayer to inform the tax office that they have collection service.

**ACTION TAKEN:**

**Granville County**

104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Debra Weary |
| **Department:** | Animal Management |
| **Date:** | August 3, 2022 |
| **Title:** | **Animal Control Vehicle Purchases** |

**PURPOSE:**
To consider the purchase of two (2) Vehicles for the Animal Management Department.

**BACKGROUND:**
The purchase of a heavy-duty Ford F250 4x4 truck will allow Animal Control to safely tow the livestock trailer and the Companion Animal Shelter Trailer, (C.A.S.T.), to emergencies in extreme conditions and hard-to-get places.

The purchase of a Ford F150 4x2 truck will be for the additional Animal Control Officer added in FY 2023. This truck will be consistent with the rest of the Animal Control fleet.

We are using North Carolina State Contract pricing 070A option X2B-600A Ford F250 4x4 to purchase from Piedmont Truck Center for $44,118.50 and 070A option X1C-100A Ford F150 4x2 from Performance Ford for $32,287.71.

**Equipment Purchase Contract:** *Informal bidding requirements under G.S. 143-131 cover purchases of equipment involving the expenditure of $5,000 or more, but less than the limits prescribed by the formal bidding requirements. No advertisement is required and no minimum number of bids is required. County Policy directs staff to obtain a minimum of 3 bids or document why 3 bids could not be obtained. Under General Statutes, counties are permitted to be party to State Term Contracts. Because State term contracts are bid in accordance with formal bidding guidelines, they meet the County's requirement to obtain competitive quotes and do not require additional bids.*

**FUNDING:**
Funding is available in the Animal Services Fiscal Year 2022-23 budget.

**RECOMMENDATION:**
The Animal Services Manager recommends authorizing the purchase of a Ford F250 from Piedmont Truck Center using State Contract pricing of $44,118.50 and a Ford F150 from Performance Ford using State Contract pricing of $32,287.71.

**ATTACHMENTS:**

Piedmont Truck F250

Performance Truck F150

**ACTION TAKEN:**

**PIEDMONT TRUCKS**

Ford PRO Commercial Vehicle Center

2021-2022 STATE OF NORTH CAROLINA TERM CONTRACT 070A-Vehicles (Passenger, Truck, Van, SUV, Law Enforcement)

OPTIONS LIST CATEGORY E-MEDIUM SUPER DUTY TRUCK- F250 Pickup/Chassis

BID NO. 202100002

**STANDARD ITEMS**

10000 GVWR, COLOR: WHITE, 6.2L V-8 E85 FLEX FUEL GAS ENGINE, TorqShift-G Six-Speed Automatic w/SelectShift® Automatic, 3.73 STANDARD REAR AXLE, POWER EQUIPMENT GROUP-POWER WINDOWS/LOCKS, TRAILER TOW MIRRORS, SYNC BLUETOOTH, TILT STEERING WHEEL, AIR CONDITIONING, SPARE TIRE-Pickup version only, AM/FM RADIO, ALL SEASON TIRES, HEAVY DUTY ALTERNATOR, 40/20/40 VINYL (GRAY) SEATS, TRAILER TOW PACKAGE-TRAILER HITCH WITH 7&4 WAY TRAILER PLUG, REAR VIEW CAMERA (Pickup version only, optional with chassis), (2) KEY FOBS

| **PICKUP / CAB CHASSIS CONFIGURATION** | **BODY CODE** | | **BASE BID PRICE** |
|---|---|---|---|
| 2023 F250 Supercab 4x4 pickup-short bed 148wb | X2B-600A | | $42,873.00 |
| | **OPTION** | **MSRP** | **STATE PRICING 6% Discount** |
| **POWERTRAINS** | | | |
| Electronic-Locking w/3.73 Axle Ratio | X3E | $390.00 | $366.60 |
| **OTHER OPTIONS** | | | |
| Platform Running Boards-SUPERCAB & CREW CAB ONLY | 18B | $445.00 | $418.30 |
| Fixed Rear-Window w/Defrost | 43B | $60.00 | $56.40 |
| Privacy Glass | 924 | $30.00 | $28.20 |
| Upfitter Switches (6) - Located in overhead console | 66S | $165.00 | $155.10 |
| Steering Wheel-Mounted Cruise Control (LPO) | 525 | $235.00 | $220.90 |

| | | |
|---|---|---|
| **Total for pickup & options quote#GCX2BG148-72922** | **Date: 7.29.2022** | **$44,118.50** |

**Granville County - Animal Control**
**Matt Katz**
**984.514.4980cell matt.katz@granvillecounty.org**

| | | | | |
|---|---|---|---|---|
| | S9E-200A | XL, WAGON, LONG Wheelbase, Cargo Doors | $ 30,843.09 | 2023 |
| | E9F-210A | XLT, WAGON, LONG Wheelbase, Liftgate | $ 32,808.49 | 2023 |
| | S9F-210A | XLT, WAGON, LONG Wheelbase, Cargo Doors | $ 32,808.49 | 2023 |
| **CATEGORY D- LIGHT TRUCKS** | **Model Number** | **Description** | **Contract Pricing** | **Year Model 2023** |
| MAVERICK | | | | |
| | W8E-100A | Crew Cab, FWD, 2.0L Ecoboost (999, 448) | $ 22,497.04 | 2023 |
| | W8F-100A | Crew Cab, AWD, 2.0L Ecoboost (999, 448) | $ 24,491.95 | 2023 |
| RANGER | | | | |
| | R1E-101A | Super Cab XL, 4X2, 2.3L EcoBoost, 10-Speed Auto Trans, 6 ft Bed | $ 26,043.44 | 2023 |
| FLEET STOCKING ORDER | R1F-101A | Super Cab XL, 4X4, 2.3L EcoBoost, 10-Speed Auto, 6 ft Bed | $ 29,663.80 | 2023 |
| | R4E-101A | Crew Cab XL, 4X2, 2.3L EcoBoost, 10-Speed Auto, 5 ft Bed | $ 28,095.35 | 2023 |
| FLEET STOCKING ORDER | R4F-101A | Crew Cab XL, 4X4, 2.3L EcoBoost, 10-Speed Auto, 5 ft Bed | $ 31,714.69 | 2023 |
| F150 | | | | |
| | FIC-100A | Regular Cab XL, 4X2, 122.5", 3.3L V6, 10-Speed Auto, 6.5 ft Bed | $ 28,029.19 | 2023 |
| | F1E-100A | Regular Cab XL, 4X4, 122.5", 3.3L V6, 10-Speed Auto, 6.5 ft Bed | $ 32,660.23 | 2023 |
| | X1C-100A | Super Cab XL, 4X2, 145", 3.3L V6, 10-Speed Auto, 6.5 ft Bed | $ 32,287.71 | 2023 |
| FLEET STOCKING ORDER | X1E-100A | Super Cab XL, 4X4, 145", 3.3L V6, 10-Speed Auto, 6.5 ft Bed | $ 35,797.13 | 2023 |
| | W1C-100A | Crew Cab XL, 4X2, 145", 3.3L V6, 10-Speed Auto, 5.5 ft Bed | $ 34,614.43 | 2023 |
| FLEET STOCKING ORDER | W1E-100A | Crew Cab XL, 4X4, 145", 3.3L V6, 10-Speed Auto, 5.5 ft Bed | $ 38,197.13 | 2023 |
| **CATEGORY E - MEDIUM & SUPER DUTY TRUCK** | **Model Number** | **Description** | **Contract Pricing** | **Year Model 2023** |
| -250 SUPER DUTY PICK U | | | | |
| | F2A-600A | Regular Cab XL, 4X2, 142", 6.2L V8, 6-Speed Auto, 8 ft Bed | $ 38,267.03 | 2023 |
| | F2B-600A | Regular Cab XL, 4X4, 142", 6.2L V8, 6-Speed Auto, 8 ft Bed | $ 40,829.88 | 2023 |
| | X2A-600A | Super Cab XL, 4X2, 148", 6.2L V8, 6-Speed Auto, 6.75 ft Bed | $ 40,412.58 | 2023 |
| | X2B-600A | Super Cab XL, 4X4, 148", 6.2L V8, 6-Speed Auto, 6.75 ft Bed | $ 42,975.43 | 2023 |

**Granville County**

104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Scott Phillips |
| **Department:** | Inspections |
| **Date:** | July 31, 2022 |
| **Title:** | **Inspections Truck Purchase** |

**PURPOSE:**
To consider the purchase of one (1) 2023 Ford F-150 Regular Cab Pickup.

**BACKGROUND:**
Inspections is requesting approval to purchase one (1) F-150 Pickup using Statewide Term Contract 070A pricing from Performance Automotive in Clinton, NC in the amount of $28,029.19. Although funding for the vehicles was approved in the FY 2022-2023 budget, the request is being brought back to the Board for final approval per policy because the expenditure is in excess of $10,000.00. A copy of the State Contract purchase quote is attached for your reference.

NOTE: As a comparison, the 2023 Chevrolet 1500 Regular Cab PU is $30,241.00; 2023 Dodge Ram 1500 is not available.

**Equipment Purchase Contract:**
*Informal bidding requirements under G.S. 143-131 covers purchases of equipment involving the expenditure of $5,000.00 or more, but less than the limits prescribed by the formal bidding requirements. No advertisement is required and no minimal number of bids is required. County Policy directs staff to obtain a minimum of three bids or document whey 3 bids could not be obtained. Under General Statutes, counties are permitted to be party to State Term Contracts. Because State term contracts are bid in accordance with formal bidding guidelines, they meet the County's requirement to obtain competitive quotes and do not require additional bids.*

**FUNDING:**
Funding is available in the Inspection's Fiscal Year 2022-2023 budget

**RECOMMENDATION:**
The Development Services Director recommends the purchase of one (1) Ford F-150 Pickup from Performance Automotive under State Contract pricing for a total of $28,029.19.

**ATTACHMENTS:**
State Contract Purchase Agreement from Performance Automotive / Clinton, NC

**ACTION TAKEN:**

# 2023 Ford F-150 REGULAR CAB

## North Carolina Statewide Vehicle Contract #202100002

## Category D - Light Trucks

## Contract Term Dates: May 10, 2021 - May 9, 2023

### Standard Features

| | |
|---|---|
| 3.3 Liter V-6 PFDI Flex Fuel, Auto Start/Stop | 17" Steel Wheels |
| 10 Speed Automatic Transmission | Power Locks & Front Windows |
| Electronic Shift on the Fly (4wd) | Cruise Control |
| Electric Parking Brake | Vinyl Floor Covering, Cloth 40/20/40 Front Seat |
| Coil Springs Front, Leaf Springs Rear | Halogen Headlamps |
| Black Bumper/Grill | TPMS Tire Pressure Monitoring System |
| 245/70R/17 BSW All Season Tires (2WD) | SYNC, AM/FM Stereo |
| 265/70R/17 BSW All Terrain Tires (4WD) | 23 Gallon Fuel Tank |
| Bumper Mount Rear Trailer Ball Location | Reverse Sensing System |

## Drivetrain Configurations

| | | | | |
|---|---|---|---|---|
| 6.5 ft Bed 122" WB | ☑ | F1C-101A | 2023 Ford F-150 REGULAR CAB, 2WD, 6.5' Bed (3.3L) | $ 28,029.19 |
| | ☐ | F1E-101A | 2023 Ford F-150 REGULAR CAB, 4WD, 6.5' Bed (3.3L) | $ 32,660.23 |
| 8 ft Bed 141" WB | ☐ | F1C-101A | 2023 Ford F-150 REGULAR CAB, 2WD, 8' Bed (3.3L) | $ 28,436.31 |
| | ☐ | F1E-101A | 2023 Ford F-150 REGULAR CAB, 4WD, 8' Bed (3.3L) | $ 33,067.45 |

## NC70A Base Vehicle Configuration

### Base Body Configuration

| | | |
|---|---|---|
| 122.5 | 122.5" Wheel Base, 6.5' Bed | Base |

### Base Powertrain Configuration

| | | |
|---|---|---|
| 99B | 3.3L V-6 PFDI Engine | Base |
| 44G | 10 Speed Automatic Transmission | Base |

### Base Interior Configuration

| | | |
|---|---|---|
| YZ | Oxford White | Base |
| A | Vinyl 40/20/40 Seat | Base |
| S | Medium Dark Slate Color | Base |

### Base Package / Options

| | | |
|---|---|---|
| X19 | 3.55 Regular Axle | Base |
| | 245/70R-17" All Season Tires (Std 2WD) | Base |
| | 265/70R-17" All Terrain Tires (Std 4WD) | Base |
| GVWR | TBD | Base |
| | Flex Fuel Configuration | Base |
| | XL Trim Level | Base |

Option Availability and Compatibility Vary

**USE THIS FORM AS A GUIDE**

Please Return to your Performance Representative For Confirmation

## Popular Factory Options

| | Code | *Please Consult F-150 Order Guide for Add'l Options* | MSRP | 6% Disc |
|---|---|---|---|---|
| | | **Powertrain Options** | | |
| ☐ | 99B | 3.3L V-6 PFDI Engine | STD | STD |
| ☐ | 998 | 3.5L Ecoboost V-6 In Lieu of 3.3L V-6 | $ 2,735 | $ 2,570.90 |
| ☐ | 995 | 5.0L V-8 Engine In Lieu of 3.3L V-6 | $ 2,335 | $ 2,194.90 |
| | | **Packages** | | |
| ☐ | 86A | XL Chrome Appearance Package | $ 895 | $ 841.30 |
| ☐ | 55A | FX4 Off-Road Package- 4x4 only | $ 1,095 | $ 1,029.30 |
| | | **Interior Options** | | |
| ☐ | 168 | Color-Coordinated Carpet w/Carpeted Matching Floor Mats | $ 145 | $ 136.30 |
| ☐ | 91P | 8-Way Power Driver's Seat Package | $ 350 | $ 329.00 |
| ☐ | 50M | Interior Work Surface- N/A w/Cloth 40/blank/40 Seats (SS) | $ 195 | $ 183.30 |
| ☐ | 924/57Q | Rear-Window, Fixed Privacy Glass with Defroster | $ 320 | $ 300.80 |
| | | **Exterior Options** | | |
| ☑ | 153 | Front License Plate Bracket | N/C | N/C |
| ☐ | 17C | Chrome Front and Rear Bumpers- req. Fog Lamps (595) | $ 175 | $ 164.50 |
| ☐ | 595 | Fog Lamps (incl. in XL Chrome Appearance Pkg. (86A) | $ 140 | $ 131.60 |
| ☐ | 18B | Black Platform Running Boards | $ 250 | $ 235.00 |
| ☐ | 413 | Skid Plates- 4x4 only | $ 160 | $ 150.40 |
| ☐ | 41H | Engine Block Heater | $ 90 | $ 84.60 |
| ☐ | 655 | Extended Range 36 Gallon Fuel Tank- N/A with 122" WB | $ 445 | $ 418.30 |
| ☐ | T7C | LT265/70R17C BSW all-terrain tires (A/T) | $ 295 | $ 277.30 |
| ☐ | 627 | Heavy-Duty Payload Package- req. 53C with 998 or 995 | $ 1,695 | $ 1,593.30 |
| | | **Truck Bed Options** | | |
| ☐ | 55B | BoxLink™- incl. four (4) premium locking cleats)- req. 90R | $ 80 | $ 75.20 |
| ☐ | 90R | Stowable Loading Ramps- Req. BoxLink™(55B) | $ 595 | $ 559.30 |
| ☐ | 96W | Bedliner – Tough Bed® Spray-In | $ 595 | $ 559.30 |
| ☐ | 96X | Tonneau Pickup Box Cover - Hard Tri Fold | $ 1,200 | $ 1,128.00 |
| ☐ | 96T | Tonneau Pickup Box Cover - Soft Folding | $ 590 | $ 554.60 |
| | | **Trailer Tow Options** | | |
| ☑ | TT1 | Factory Standard Towing (Bumper Ball Mount) | STD | STD |
| ☐ | TT2 | Basic Towing Package- Std Power Mirrors, 53B & 67T | $ 590 | $ 554.60 |
| ☐ | 53B | Class IV Trailer Hitch | $ 315 | $ 296.10 |
| ☐ | 67T | Integrated Trailer Brake Controller- req. (53B) | $ 275 | $ 258.50 |
| ☐ | 53A | Trailer Tow Package | $ 1,325 | $ 1,245.50 |
| ☐ | 53C | Max Trailer Tow Package | $ 2,040 | $ 1,917.60 |
| ☐ | 54Y/59S | Manual Fold/Telescoping, Power Glass Trailer Tow Mirrors | $ 570 | $ 535.80 |
| | | | | |

*FOR MORE EXTENSIVE TOWING NEEDS, PLEASE CONSULT THE FORD F-150 ORDER GUIDE*

## Additional Options

| | | | | |
|---|---|---|---|---|
| ☐ | | | | $ - |
| ☐ | | | | $ - |
| ☐ | | | | $ - |
| ☐ | | | | $ - |

## Standard Colors:

| | | | Quantity |
|---|---|---|---|
| ☐ | UM | Agate Black Metallic | |
| ☐ | HX | Antimatter Blue Metallic | |
| ☐ | B3 | Atlas Blue Metallic | |
| ☐ | M7 | Carbonized Gray Metallic | |
| ☐ | JS | Iconic Silver Metallic | |
| ☑ | YZ | Oxford White | 1.00 |
| ☐ | PQ | Race Red | |
| ☐ | D1 | Stone Gray Metallic | |
| ☐ | GR | Green | |
| ☐ | MB | Orange | |
| ☐ | B1 | School Bus Yellow | |
| ☐ | E4 | Vermillion Red | |
| ☐ | AT | Yellow | |

Enter Quantity Here

Fleet Only

## Emergency Equipment/Lighting Upfit

| | | | |
|---|---|---|---|
| ☐ | | | |
| ☐ | | | |
| ☐ | | | |
| ☐ | | | |

Option Availability and Compatibility Vary
**USE THIS FORM AS A GUIDE**
Please Return to your Performance Representative For Confirmation

**Total Price Per Vehicle:** $ 28,029.19

**Number Units This Spec:** 1.00

**Total this Order:** $ 28,029.19

## Notes & Instructions:

Quote Date: 7-28-2022

**NOTE: 23 F-150 is currently expected to close for new orders by August 12th**

Note: This configuration will not have a 2" receiver hitch as the standard factory towing configuration is a bumper mount for a trailer ball.

**Agency Information:**

| | |
|---|---|
| Agency Name: | Granville County Inspections Department |
| Contact: | Stacey Carey |
| Position: | |
| Address 1: | 122 Williamsboro Street |
| Address 2: | |
| City, State, Zip: | Oxford, North Carolina 27565 |
| Office Phone: | 919-603-1326 |
| Cell Phone: | |
| Email: | stacey.carey@granvillecounty.org |
| Fax: | |
| FIN Code: | |
| GPC Info: | |

**Dianne Nelms**

**Government & Fleet Sales**

605 Warsaw Road
Clinton, NC 28328
dnelms@ramclinton.com
(910) 214-2956 Cell

**Amy Hill**

**Government & Fleet Sales**

605 Warsaw Road
Clinton, NC 28328
ahill@ramclinton.com
(336) 687-7964 Cell

**Granville County**
**Sheriff's Office**
104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Debra Weary |
| **Department:** | Sheriff's Office |
| **Date:** | August 2, 2022 |
| **Title:** | **Sheriff's Vehicles Purchase Request** |

**PURPOSE:**
To consider the purchase of three (3) Vehicles for the Sheriff's Office.

**BACKGROUND:**
The Sheriff is requesting approval to purchase three (3) vehicles using North Carolina State Contract pricing from Performance Automotive in Clinton, NC. The Sheriff is requesting the purchase of these additional vehicles since vehicles are in very short supply and the current fleet needs replacements as soon as possible. Sheriff's Office staff have continued to watch for available vehicles.

From Performance Automotive: The purchase of three (3) Dodge Durangos, priced at $38,088.75 each. A copy of the quote from Performance Automotive are attached for your reference. The total purchase cost for all three vehicles is $114,266.25. Although the funding for the vehicles is available in the FY 2022-2023 budget, the request is being brought to the Board for final approval per policy because the expenditure is more than $10,000.

Equipment Purchase Contract: Informal bidding requirements under G.S. 143-131 cover purchases of equipment involving the expenditure of $5,000 or more, but less than the limits prescribed by the formal bidding requirements. No advertisement is required, and no minimum number of bids is required. County Policy directs staff to obtain a minimum of 3 bids or document the reason 3 bids could not be obtained. Under General Statutes, counties are permitted to be party to State Term Contracts. Because State term contracts are bid in accordance with formal bidding guidelines, they meet the County's requirement to obtain competitive quotes and do not require additional bids.

**FUNDING:**
Funding is available in the Sheriff's Office Fiscal Year 2022-23 budget.

**RECOMMENDATION:**
The Sheriff recommends approving the purchase of three (3) Dodge Durangos from Performance Dodge in Clinton, NC at the quoted prices.

**ATTACHMENTS:**
Quote for Durangos from Performance Auto

**ACTION TAKEN:**

PERFORMANCE AUTOMOTIVE

CHRYSLER DODGE Jeep RAM Ford

## Vehicle Price Worksheet

NAME: County of Granville

Make: Dodge Model: Durango Police Date: 7/11/2022

Model: 2022 Dodge Durango Pursuit V8 AWD Year: 2022

VIN#: Stock #:

Salesman: Govt Miles: 105

### Vehicle Pricing:

| | | |
|---|---|---|
| **Market Price:** | **$** | **42,250.00** |
| **Sales Price:** | **$** | **38,088.75** |

Government Concessions:

| | |
|---|---|
| - | - |

| | | |
|---|---|---|
| **Final Base Vehicle Pricing:** | **$** | **38,088.75** |

### VINS:

| | | |
|---|---|---|
| *1C4SDJFT5NC198861* | | |
| *1C4SDJFT7NC198862* | | |
| *1C4SDJFT6NC200665* | $ | - |
| | $ | - |
| **Total Per Vehicle Cost:** | **$** | **38,088.75** |

### Trade In Allowance:

| | | |
|---|---|---|
| 0 | $ | - |
| **Less: Payoff:** | $ | - |
| **Trade Equity:** | $ | - |

| | | |
|---|---|---|
| Net Due Prior to Taxes: | **$** | **38,088.75** |
| Dealer Doc Fee: | | |
| Tax: | | |
| Cash Downpayment: | $ | - |
| **Net Vehicle Cost:** | **$** | **38,088.75** |
| **Total for 3 vehicles this spec** | **$** | **114,266.25** |

605 Warsaw Road * Clinton, North Carolina 910-592-5337

**Granville County**
**Human Resources**
104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Angela Miles |
| **Department:** | Human Resources |
| **Date:** | August 1, 2022 |
| **Title:** | **HR and Payroll Software Vendor Contract** |

**PURPOSE:**
To consider approval of an agreement with Tyler Technologies to provide a human resources and payroll software solution.

**BACKGROUND:**
Granville County employees currently complete paper timesheets to record their work time and attendance. This is a tedious and time-consuming process for the employee, supervisor, and payroll technician and involves physically shuttling the paper document across the organization - from the employee to the supervisor (who may be in a different location altogether) and finally to the finance office to be processed and filed. Paper timesheets are also prone to calculation errors (a recent internal audit of employee timesheets revealed numerous Fair Labor Standards Act compliance issues directly related to the manual entry process).

To align with the County's strategic plan objectives to become more efficient and to utilize paperless processes, staff from human resources, finance, and administration recently participated in vendor demonstrations for automation of time and attendance procedures. Because our current vendor is unable to accommodate time and attendance needs specific to local governments without overly cumbersome manual processes such as the 28-day cycle for law enforcement and compensatory time calculations, staff have researched and interviewed other providers. Tyler Technologies was selected as the vendor of choice due to their focus and significant experience with the public sector; they are the preferred service provider by a majority of other North Carolina local governments.

In addition to the new time and attendance functions, Tyler Technologies' software platform will replace all other human resources and payroll functions performed by Paycom, the County's current vendor, with an initial term of three years. A cost analysis of the proposed software costs in comparison to the County's current vendor costs was previously provided in the Service Expansion portion of the FY23 Budget and a summary of that information is included below for reference:

- The Tyler Technologies software transition will incur initial non-recurring set-up fees of approximately $180,000 including estimated travel expenses excluded from contract total.
- Tyler Technologies annual fees are significantly less than our current vendor's annual fees ($60,000 versus $111,000). As a result of lower annual fees, over a five-year period the County will realize a *savings of approx $73,000* after transitioning to the new software platform.

The original agreement with Paycom was executed in 2015 and, after the first year, requires only a 30-day written notice to terminate. Set-up and implementation of the new Tyler Technologies platform is estimated to take 10-11 months; once the official launch date is known, human resources will initiate termination of the existing vendor agreement with plans to retain a “read only” database for future reporting and reference use.

**FUNDING:**
Funding was approved as a service expansion and included in the Fiscal Year 2023 budget.

**RECOMMENDATION:**
The Assistant County Manager and Human Resources Director recommend authorizing the Interim County Manager to execute an agreement with Tyler Technologies to provide human resources and payroll software service subject to termination of the existing software service.

**ATTACHMENTS:**
Tyler Technologies Software as a Service Agreement
Tyler Technologies Sales Quote

**ACTION TAKEN:**

## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

**SECTION A – DEFINITIONS**

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Granville County, North Carolina.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

**SECTION B – SAAS SERVICES**

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

**SECTION C – PROFESSIONAL SERVICES**

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and

security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

**SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

**SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

**3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

**4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO**

**YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

**SECTION H – GENERAL TERMS AND CONDITIONS**

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are

reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

| | |
|---|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |
| | Schedule 1: Hyperlinked Terms |
| | Schedule 2: DocOrigin Terms |
| Exhibit E | Statement of Work |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

| Tyler Technologies, Inc. | Granville County, North Carolina |
|---|---|
| By:_______________________________________ | By:_______________________________________ |
| Name:____________________________________ | Name:____________________________________ |
| Title:_____________________________________ | Title:_____________________________________ |
| Date:_____________________________________ | Date:_____________________________________ |

<u>Address for Notices</u>:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

<u>Address for Notices</u>:
Granville County
141 Williamsboro Street, Ste. 1
Oxford, NC 27565-3317
Attention: _______________________________

# Exhibit A
# Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

*Tyler sales quotation to be inserted prior to Agreement execution.*

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# Exhibit B
# Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing**: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

# Exhibit B
# Schedule 1
# Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

<u>Departure Day</u>

| | |
|---|---|
| Depart before 12:00 noon | Lunch and dinner |
| Depart after 12:00 noon | Dinner |

<u>Return Day</u>

| | |
|---|---|
| Return before 12:00 noon | Breakfast |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and lunch |
| Return after 7:00 p.m.* | Breakfast, lunch and dinner |

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

| | |
|---|---|
| Breakfast | 15% |
| Lunch | 25% |
| Dinner | 60% |

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

# Exhibit C
# Service Level Agreement

## I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

*Client Error Incident*: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime*: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

## III. Service Availability

### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

| Client Relief Schedule | |
|---|---|
| **Actual Attainment** | **Client Relief** |
| 99.99% - 99.50% | Remedial action will be taken |
| 99.49% - 98.50% | 2% |
| 98.49% - 97.50% | 4% |
| 97.49% - 96.50% | 6% |
| 96.49% - 95.50% | 8% |
| Below 95.50% | 10% |

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

## IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

# Exhibit C
# Schedule 1
# Support Call Process

## Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.

(2) Email – for less urgent situations, users may submit emails directly to the software support group.

(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

### *Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.

(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.

(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

(4) Tyler University – online training courses on Tyler products.

## Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

| | |
|---|---|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

**Incident Handling**

### *Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

| Priority Level | Characteristics of Support Incident | Resolution Targets* |
|---|---|---|
| 1 Critical | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |

| Priority Level | Characteristics of Support Incident | Resolution Targets* |
|---|---|---|
| 2 High | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data. | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database. |
| 3 Medium | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |
| 4 Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level. | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release. |

**Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

# Exhibit D
# Third Party Terms

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# Exhibit D
# Schedule 1
# Hyperlinked Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

**Exhibit D**
**Schedule 2**
**DocOrigin Terms**

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**DocOrigin**

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A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.

B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

1.6 **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

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6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

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7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

**7.2** Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

**7.3** Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

**8. GENERAL PROVISIONS**

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation 's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

**8.5 Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA . No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

**Last Updated: July 22, 2017**

# Exhibit E
# Statement of Work

*Statement of Work to be inserted prior to Agreement execution.*

| | |
|---|---|
| Quoted By: | Newell Price |
| Quote Expiration: | 10/23/22 |
| Quote Name: | Granville County NC-ERP-Munis-HCM & FIN 2022 |
| Quote Description: | Granville County, NC-ERP-Munis-Human Capital Management |
| Saas Term | 3.00 |

**Sales Quotation For:**
Granville County
141 Williamsboro St Ste 1
Oxford NC 27565-3317
Phone: 19196935240

**Tyler SaaS and Related Services**

| Description | Qty | Imp. Hours | Annual Fee |
|---|---|---|---|
| Financial Management | | | |
| General Ledger (Limited Use) | 1 | 84 | $ 7,027.00 |
| Human Resources Management | | | |
| Human Resources & Talent Management | 1 | 88 | $ 6,483.00 |
| Payroll w/ESS | 1 | 168 | $ 8,015.00 |
| Recruiting | 1 | 16 | $ 1,510.00 |
| Time & Attendance - Up to 500 Employees | 1 | 144 | $ 12,703.00 |
| Time & Attendance Mobile Access | 1 | 0 | $ 3,003.00 |
| Content Management | | | |
| Content Manager Core (Limited Use) | 1 | 40 | $ 8,484.00 |
| Data Insights | | | |
| Enterprise Analytics and Reporting (Limited Use) | 1 | 88 | $ 4,556.00 |
| Additional | | | |
| Enterprise Forms Processing Software (including Common Form Set) | 1 | 0 | $ 7,215.00 |

| | | | |
|---|---|---|---|
| | TOTAL | 628 | $ 58,996.00 |

**Professional Services**

| Description | Quantity | Unit Price | Extended Price | Maintenance |
|---|---|---|---|---|
| Project Management | 80 | $ 200.00 | $ 16,000.00 | $ 0.00 |
| Conversions – See Detailed Breakdown Below | | | $ 18,000.00 | $ 0.00 |
| Onsite Implementation | 168 | $ 225.00 | $ 37,800.00 | $ 0.00 |
| Remote Implementation | 460 | $ 200.00 | $ 92,000.00 | $ 0.00 |
| **TOTAL** | | | **$ 163,800.00** | **$ 0.00** |

**3rd Party Hardware, Software and Services**

| Description | Qty | Unit Price | Unit Discount | Total Price | Unit Maint/SaaS | Unit Maint/SaaS Discount | Total Maint/SaaS |
|---|---|---|---|---|---|---|---|
| Touchscreen 10: Biometric and Mag Stripe Reader | 1 | $ 3,010.00 | $ 0.00 | $ 3,010.00 | $ 301.00 | $ 0.00 | $ 301.00 |
| **TOTAL** | | | | **$ 3,010.00** | | | **$ 301.00** |

| **Summary** | **One Time Fees** | **Recurring Fees** |
|---|---|---|
| Total Tyler Software | $ 0.00 | $ 0.00 |
| Total Annual | $ 0.00 | $ 58,996.00 |
| Total Tyler Services | $ 163,800.00 | $ 0.00 |
| Total Third-Party Hardware, Software, Services | $ 3,010.00 | $ 301.00 |
| **Summary Total** | **$ 166,810.00** | **$ 59,297.00** |
| **Contract Total** | **$ 344,099.00** | |
| **Estimated Travel Expenses excl in Contract Total** | **$ 9,590.00** | |

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: ______________________ Date: ______________________

Print Name: ______________________ P.O.#: ______________________

*All Primary values quoted in US Dollars*

**Detailed Breakdown of Conversions (Included in Summary Total)**

| Description | Qty | Unit Price | Unit Discount | Extended Price |
|---|---|---|---|---|
| Accounting | | | | |
| AC Standard COA | 1 | $ 2,000.00 | $ 0.00 | $ 2,000.00 |
| Payroll | | | | |
| HR Human Resources - PM Action History up to 5 years | 1 | $ 1,400.00 | $ 0.00 | $ 1,400.00 |
| HR Human Resources - Position Control | 1 | $ 1,400.00 | $ 0.00 | $ 1,400.00 |
| HR Human Resources - Recruiting | 1 | $ 1,400.00 | $ 0.00 | $ 1,400.00 |
| PR Payroll - Accrual Balances | 1 | $ 1,500.00 | $ 0.00 | $ 1,500.00 |
| PR Payroll - Accumulators up to 5 years | 1 | $ 1,400.00 | $ 0.00 | $ 1,400.00 |
| PR Payroll - Check History up to 5 years | 1 | $ 1,200.00 | $ 0.00 | $ 1,200.00 |
| PR Payroll - Deductions | 1 | $ 1,800.00 | $ 0.00 | $ 1,800.00 |
| PR Payroll - Earning/Deduction Hist up to 5 years | 1 | $ 2,500.00 | $ 0.00 | $ 2,500.00 |
| PR Payroll - Standard | 1 | $ 2,000.00 | $ 0.00 | $ 2,000.00 |
| PR Payroll - State Retirement Tables | 1 | $ 1,400.00 | $ 0.00 | $ 1,400.00 |
| **TOTAL** | | | | **$ 18,000.00** |

**Optional Tyler SaaS and Related Services**

| Description | Qty | Imp. Hours | Annual Fee |
|---|---|---|---|

| | | | |
|---|---|---|---|
| Human Resources Management | | | |
| Advanced Scheduling - Up to 500 Employees | 1 | 80 | $ 16,647.00 |
| Advanced Scheduling Mobile Access | 1 | 0 | $ 2,352.00 |
| **TOTAL:** | | **80** | **$ 18,999.00** |

**Optional Professional Services**

| Description | Quantity | Unit Price | Extended Price | Maintenance |
|---|---|---|---|---|
| Conversion – See Detailed Breakdown Below | | | $ 2,800.00 | $ 0.00 |
| Onsite Implementation | 20 | $ 225.00 | $ 4,500.00 | $ 0.00 |
| Remote Implementation | 60 | $ 200.00 | $ 12,000.00 | $ 0.00 |
| **TOTAL** | | | **$ 19,300.00** | **$ 0.00** |

**Optional Conversion Details (Prices Reflected Above)**

| Description | Quantity | Unit Price | Discount | Total |
|---|---|---|---|---|
| Payroll | | | | |
| HR Human Resources - Certifications | 1 | $ 1,400.00 | $ 0.00 | $ 1,400.00 |
| HR Human Resources - Education | 1 | $ 1,400.00 | $ 0.00 | $ 1,400.00 |
| **TOTAL** | | | | **$ 2,800.00** |

**Comments**

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference https://www.tylertech.com/services/tyler-detect for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation RapidIdentity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

The SaaS fees for products that are not named users are based on 50 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Tyler Software Product General Ledger (Limited Use) is licensed only for use with the other Tyler Software Products licensed to the client. A Client may use General Ledger (Limited Use) independent of the other Tyler Software Products licensed to the client by remitting to Tyler the then-current license and annual maintenance fees.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Your acquisition of clocks and/or clock maintenance is subject to the following terms: https://www.tylertech.com/terms/executime-clock-terms.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software

**Granville County**
**Environmental Services**
104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Jason Falls |
| **Department:** | Environmental Services |
| **Date:** | August 2, 2022 |
| **Title:** | **Leachate Tank Purchase Request** |

**PURPOSE:**
Review and approve bid for Leachate Tank-Phase 2.

**BACKGROUND:**
The Leachate Tank Project was bid separately due to the project being described as "specialty work" and was therefore not included in the Landfill Construction Bid Documents. Garrett and Moore, our engineering firm, reached out to tank suppliers as well as water and sewer contractors for advertising bids. After advertisement, one bid was received from Haren Construction. The bid remained sealed and given back to the lone contractor. A second bid opening was advertised and again Haren Construction was the lone bidder. The proposal was opened publicly and read aloud at a price of $1,242,000.

Staff discussed concerns over the high cost of the submittal (i.e. electrical and mechanical costs) and advised Garrett and Moore to work with lone bidder on providing just the tank while removing some of the before mentioned costs. After consulting with Haren Construction, a price of $692,250 was submitted.

With the addition of 8 acres of open cell for the next year or two, leachate quantities will increase significantly, further requiring this additional tank to adhere to all state and federal environmental regulations.

**FUNDING:**
County Administration recommends using General Fund Balance to loan an additional $692,250 to the already approved loan of $4,000,000 at 1% over a 7-year period to the Solid Waste Enterprise Fund for the construction and engineering costs associated with the proposed 8-acre cell.

**RECOMMENDATION:**
The Environmental Services Director recommends awarding the construction contract to Haren Construction at its bid amount of $692,250.00. No contingencies are expected with this contract.

**ATTACHMENTS:**
Bid Letter
Bid Tabulation

**ACTION TAKEN:**

**HAREN CONSTRUCTION COMPANY, INC.**

Jason Falls
Granville County

Re: Leachate Tank NO. 2

Haren Construction is pleased to work with you to move this project forward for the Granville County Oxford MSW Landfill.

Haren Construction can provide and install the reduced and modified scope for $692,250. The proposed changes to the contract are listed below.

- Haren will provide a Permastore Glass Lined steel tank with level indicator. A manway door will be provided in lieu of the side mixer.
- Piping will be installed per revised piping drawing. All pressure pipe will be insulated.
- The Mixer, Blower, Pump, and associated Electrical at the Tank site have been eliminated.
- A Goulds model 3635 Transfer Pump to replace the existing pump will be provided.
- The Sidesloper Sump pump at the new cell will be provided and installed. The electricity will be feed from the existing panel at the existing Leachate Pump. SDR Sump and tap to FM to be provided by others.

A few notes to explain unit price changes from the original bid to the revised bid. Our manual bid item separation placed the wrong sump pump in the leachate area Phase 1 this has been revised to reflect the Side Sloper Pump w/Control Panel. All underground duct banks were carried with phase 2, now all electrical will be in the Phase 1 Area. All crane and operator time is spread over remaining items based off cost of item.

Please feel free to contact me with any questions.

Sincerely,
**Haren Construction Company, Inc.**
Eric Martin
Project Manager

P.O. Box 350 • 1715 Highway 411 North • Etowah, Tennessee 37331 • (423) 263-5561 • Fax (423) 263-5573

**ATTACHMENT 1**

**Granville County Oxford MSW Landfill**
**Leachate Tank No. 2 Project**

**Bid Tabulation - Revision 1**

| BID ITEM | DESCRIPTION | ESTIMATED QUANTITY | UNIT | HAREN CONSTRUCTION UNIT PRICE | HAREN CONSTRUCTION AMOUNT |
|---|---|---|---|---|---|
| | **Administrative** | | | | |
| 1 | Bonds, Insurance, Mobilization and Demobilizatior | 1 | LS | $ 80,000.00 | $ 80,000.00 |
| | **Phase 1 - Leachate Sump Pump** | | | | |
| 2 | Leachate Sump Pump and Control Panel | 1 | LS | $ 45,000.00 | $ 45,000.00 |
| 3 | Electrical Service | 1 | LS | $ 65,000.00 | $ 65,000.00 |
| | **Phase 2 - Leachate Tank** | | | | |
| 4 | Leachate Tank | 1 | EA | $ 435,000.00 | $ 435,000.00 |
| 5 | 2-inch Stainless Steel Piping | 0 | LF | $ - | $ - |
| 6 | 4-inch Stainless Steel Piping | 75 | LF | $ 150.00 | $ 11,250.00 |
| 7 | 6-inch Stainless Steel Piping | 55 | LF | $ 400.00 | $ 22,000.00 |
| 8 | 4-inch Ball Valves | 2 | EA | $ 2,000.00 | $ 4,000.00 |
| 9 | 4-inch Check Valves | 0 | EA | $ - | $ - |
| 10 | Leachate Transfer Pumps and Control Panel | 1 | EA | $ 20,000.00 | $ 20,000.00 |
| 11 | Blower System | 0 | LS | $ - | $ - |
| 12 | Side-Entry Mixer System | 0 | LS | $ - | $ - |
| 13 | Liquid Level Indicator | 1 | LS | $ 10,000.00 | $ 10,000.00 |
| 14 | Sump Pump and Control Panel | 0 | LS | $ - | $ - |
| 15 | Electrical Service | 0 | LS | $ - | $ - |
| | **Total Base Bid (Items 1-15)** | | | | $ 692,250.00 |

Granville County
Administration
104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Debra Weary |
| **Department:** | Administration |
| **Date:** | August 8, 2022 |
| **Title:** | **Proclamations, Resolutions and Legislative Matters** |

**PURPOSE:**

This item on the agenda will be used for the introduction of proclamations, resolutions, or legislative matters. It can also be used for the general discussion of related matters.

**ACTION TAKEN:**

**Granville County**
**Administration**

104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Debra Weary |
| **Department:** | Administration |
| **Date:** | August 4, 2022 |
| **Title:** | **Adult Home Care Community Advisory Committee** |

**PURPOSE:**
To make a recommendation for the Adult Care Home Community Advisory Committee.

**BACKGROUND:**
Training requirements have increased to 36 hours of training in 3 months for this committee and the new process is as follows:

- The county recommends a volunteer to our Ombudsman.
- The ombudsman must vet and train the volunteer, and the state must certify that the volunteer may be appointed.
- Then the county may officially appoint the volunteer.

The terms of Joseph Pettiford (District 7) and Judy Taylor (District 7) expired in January and they do not want to be reappointed. Tanner Bailey (District 5) has submitted an application for consideration.

| | | |
|---|---|---|
| **Others serving:** | Barbara Harris | District 2 |
| | Delores Lyons | District 4 |
| | Vernestine Bannerman | District 6 appointed by 1 |

**ACTION TAKEN:**

**Granville County**

104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Debra Weary |
| **Department:** | Administration |
| **Date:** | August 4, 2022 |
| **Title:** | **Butner Planning Board - ETJ Member** |

**PURPOSE:**
To make appointments/reappointments.

**BACKGROUND:**
Mike Arrington and Mark Pennington are County appointees on the Butner Planning Board as extraterritorial members. Appointees must live within the one-mile jurisdiction of the Town of Butner. Terms are for 4 years.

**ACTION TAKEN:**

**Granville County**
**Administration**

104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Debra Weary |
| **Department:** | Administration |
| **Date:** | August 2, 2022 |
| **Title:** | **Orange Street Community Center** |

**PURPOSE:**

The term Rev. Ronnie Morton (District 1 appointed by District 3) expired December 31, 2021. Catherine Comer Jones (District 2) is unable to continue serving and Bonita Green (Ex-Officio) resigned.

**BACKGROUND:**

| | | |
|---|---|---|
| **Others serving:** | Larry D. Downey | District 1 |
| | Iris Evans | District 1 |
| | Ronnie Norwood | District 1 |
| | Dorothy Hunt | District 1 apptd. by District 2 |
| | Carolyn Heggie | District 1 apptd. by District 3 |
| | Paula Jones | District 4 |
| | Juanita Rogers | District 4 |

**ACTION TAKEN:**

**Granville County Administration**
104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Michael Felts |
| **Department:** | Administration |
| **Date:** | August 4, 2022 |
| **Title:** | **School System Funding Request** |

**PURPOSE:**
To present the Board of Education's request for funding.

**BACKGROUND:**
Attached is a copy of a letter from Granville County Public Schools Board Chairman Richardson requesting funding for school facility renovation in the estimated amount of $735,607.48. This request seems to be eligible for the school needs-based grant program and the County may want to consider supporting a school needs grant application with the school system.

**FUNDING:**
Funding is not available in the current budget for this request. If approved, appropriating additional fund balance is recommended.

**RECOMMENDATION:**
County Manager recommends supporting a school needs-based grant application with the school system.

**ATTACHMENTS:**
School Request Letter

**ACTION TAKEN:**

RECEIVED
JUL 26 2022

Granville County
PUBLIC SCHOOLS
*"Committed to Excellence and Achievement for All"*

July 6, 2022

Granville County Commissioners
104 Belle Street
Oxford, NC 27565

Dear Commissioners,

As we prepare for the upcoming school year, safety is more important than ever. We feel that one of the most effective ways to keep our children safe is by providing a School Resource Officer (SRO) to every school in our district. Currently, between our 17 schools, there are 9 total SRO positions: 4.66 of our SRO positions are funded by the county, 2.33 are district funded, and 2 are grant funded. The cost per year for one SRO as of 2021-2022 billing is $83,163.00. In light of recent events throughout the country, the need for additional SROs is imperative, but our school district lacks the funding to pay for the additional SROs to fulfill it. Therefore, we are writing to request that the County provide the remainder of funds required to have an SRO at every school in the district. In following the research, this would be our top priority.

Additionally, we are asking that County Commissioners please fund the cost of our sliding glass doors that are critically unsafe in four of our existing buildings. The total cost of replacement is $735,607.48.

Thank you in advance for your consideration. As the saying goes, "An ounce of prevention is worth a pound of cure". We believe that together, the GCPS Board of Education and County Commissioners can keep GCPS employees and students safe.

Sincerely,

Dr. Alisa R. McLean, Superintendent

Mr. David Richardson, Chairman

**Granville County**
**Administration**
104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Korena Weichel, Assistant County Manager |
| **Department:** | Administration |
| **Date:** | August 8, 2022 |
| **Title:** | **Proposed Adjustments to Monthly Pay Schedule** |

**PURPOSE:**
To consider proposed adjustments to the monthly pay schedule for County employees.

**BACKGROUND:**
Granville County has long observed a monthly pay schedule and a classification of the majority of full-time positions as salaried. This has presented numerous challenges for manual timesheet completion over the years. Therefore, to coincide with the implementation of electronic time and attendance capabilities along with the HR and payroll software upgrade presented earlier in this meeting agenda, staff completed an extensive analysis of pay issues and timing for the three different categories of County positions: Sheriff's office positions covered by the FLSA 7(k) exemption working a 28-day timesheet cycle, all other full-time positions working the standard 37.5-hour workweek, and part-time positions working less than 19 hours per week.

Proposed pay schedule adjustments to address issues encountered with the current schedule are shown below:

(1) **Move sheriff's office positions working a 28-day timesheet cycle to a corresponding 28-day pay schedule.**
Note: Sheriff's office positions working a 28-day timesheet cycle in accordance with the FLSA 7(k) exemption are currently completing 13 timesheets per year and getting paid 12 times per year. The period covered by their timesheet often lags behind the monthly pay schedule by several weeks; moreover, once per year the "extra" timesheet must be manually reconciled to account for overtime and leave time separately from hours worked.

(2) **Realign the current part-time bi-weekly pay schedule with the new full-time bi-weekly schedule.**
Note: Part-time positions working less than 19 hours per week currently work a bi-weekly schedule; however, an adjustment needs to be made so that their existing bi-weekly schedule aligns with the County's new schedule.

**(3) Move all other full-time positions to a bi-weekly pay schedule.**
Note: For full-time positions working a 37.5-hour workweek, the monthly pay period frequently ends in the middle of the County's standard workweek, creating a "split week" that requires specific overtime and compensatory time calculations critical to maintain compliance with the FLSA.

In addition to improving recordkeeping, the proposed adjustments will provide the following benefits:

- All non-exempt employees will be paid on an hourly basis so that timesheet hours directly reflect hours paid on each paycheck, providing employees with a clearer understanding of how they are compensated for the work they do.

- The work period will now align with the FLSA-required standard workweek and eliminate the confusing calculation for “split weeks” which occur when the work period ends in the middle of the standard workweek.
- A smoother transition to the new time and attendance platform.
- More closely align Granville County’s employment practices with industry standards: Research to other regional jurisdictions as well as the Current Employment Statistics survey by the U.S. Bureau of Labor Statistics which revealed that the majority of employers are paying bi-weekly (43%) as opposed to monthly (4.7%) or other frequencies.
- Enable new hires to begin employment at other times during the pay cycle instead of just once per month and ensure they do not have to wait 45 days to receive their first paycheck.

If approved, administration and human resources will develop a communications and training program to begin educating employees well ahead of the actual transition. These proposed adjustments will also necessitate policy revisions to change the County’s standard workweek and to reclassify all non-exempt positions from salary to hourly. All applicable portions of the Granville County Personnel Policy will be revised to reflect these changes.

**FUNDING:**
N/A

**RECOMMENDATION:**
County administration recommends the following adjustments to the monthly pay schedule along with revisions to applicable sections of the Granville County Personnel Policy:

1. *Effective November 28, 2022*, conversion of all sheriff’s office positions covered by the 7(k) exemption to a 28-day pay schedule, reclassification of these non-exempt positions from salary to hourly, and revision of the County’s standard workweek for these positions to Monday 12:00 am – Sunday 11:59 pm;
2. *Effective December 19, 2022,* conversion of all part-time positions to a schedule that aligns with the sheriff’s office 28-day schedule including coverage of one week of overlapping hours and revision of the County’s standard workweek for these positions to Monday 12:00 am – Sunday 11:59 pm; and
3. *Effective June 12, 2023*, conversion to a bi-weekly pay schedule for all other County positions including coverage of four days of overlapping hours, reclassification of remaining non-exempt positions from salary to hourly, and revision of the County’s standard workweek for all remaining positions to Monday 12:00 am – Sunday 11:59 pm.

**ACTION TAKEN:**

# Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240


| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Debra Weary |
| **Department:** | Administration |
| **Date:** | August 8, 2022 |
| **Title:** | **County Attorney's Report** |

**PURPOSE:**
Any matters as needed by the County Attorney.

**ACTION TAKEN:**

**Granville County**

104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Debra Weary |
| **Department:** | Administration |
| **Date:** | August 4, 2022 |
| **Title:** | **Presentations by County Board Members** |

**PURPOSE:**
Board members will make comments.

- Commissioner Jay
- Commissioner Smith
- Commissioner Hinman
- Commissioner May
- Commissioner Karan
- Commissioner Gooch
- Chairman Cozart

**ACTION TAKEN:**

# Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Debra Weary |
| **Department:** | Administration |
| **Date:** | August 8, 2022 |
| **Title:** | **Any Other Matters** |

**PURPOSE:**
Any other matters as needed.

**ACTION TAKEN:**

**Granville County**

104 Belle Street
Oxford, NC 27565
(919) 693-5240


| | |
|---|---|
| **To:** | Board of Commissioners |
| **From:** | Debra Weary |
| **Department:** | Administration |
| **Date:** | August 8, 2022 |
| **Title:** | **Closed Session as Allowed by G.S. 143-318.11(a)(3) - Attorney-Client Matter** |

**PURPOSE:**
To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

**ACTION TAKEN:**