

NORTH CAROLINA

WAYNE COUNTY

The Wayne County Board of Commissioners met on Tuesday, November 16, 2021 at 9:00 a.m. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, Goldsboro, North Carolina, after due notice thereof had been given.

Members present: George Wayne Aycock, Jr., Chairman; Freeman Hardison, Jr., Vice-Chairman; Barbara Aycock; Joe Daughtery; Bevan Foster; Chris Gurley and Antonio Williams.

Members absent: None

Briefing Session

During the scheduled briefing and prior to the regularly scheduled meeting, the Board of Commissioners held an advertised briefing session to discuss the items of business on the agenda.

The briefing began at 8:00 a.m. with County Manager Craig Honeycutt reviewing the agenda. He added the following:

- Budget Amendment #159 under Consent Agenda
- Discussion of Afternoon Meetings to Unfinished Business
- Resolution #2021-41: Resolution of the County of Wayne, North Carolina, declaring its official intent to reimburse expenditures for the Advanced Manufacturing Center to be located at Wayne Community College, under United States Department of Treasury Regulations, and appropriate Budget Amendment.

Finance Director Allison Speight reviewed the Budget Amendments and answered questions from the board.

Clerk to the Board Carol Bowden explained the Records Retention Schedules.

Library Director Donna Phillips explained the Memorandum of Understanding for the Mobile Library Project.

Recess the Board of Commissioners Meeting

At 8:52 a.m., Chairman George Wayne Aycock, Jr. recessed the meeting of the Board of Commissioners.

Call to Order

Chairman George Wayne Aycock, Jr. called the meeting of the Wayne County Board of Commissioners to order.

Invocation

Commissioner Barbara Aycock gave the invocation.

Pledge of Allegiance

Commissioner Barbara Aycock led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

Approval of Minutes

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners approved the minutes of the regularly scheduled meeting of the Board of

Commissioners on November 2, 2021, by a vote of 6 to 1. Voting against the motion was Commissioner Bevan Foster.

Discussion/Adjustment of Agenda

County Manager Craig Honeycutt made the following adjustments to the agenda:

- Budget Amendment #159 under Consent Agenda
- Discussion of Afternoon Meetings to Unfinished Business
- Resolution #2021-41: Resolution of the County of Wayne, North Carolina, declaring its official intent to reimburse expenditures for the Advanced Manufacturing Center to be located at Wayne Community College, under United States Department of Treasury Regulations, and appropriate Budget Amendment under Consent Agenda.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved and authorized the adjusted agenda.

Motion to Approve Farm-City Week Proclamation

Cooperative Extension Director Kevin Johnson read the Farm-City Week Proclamation, attached hereto as Attachment A.

Upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously approved the Farm-City Week Proclamation

Motion to Approve the 2021 National Apprenticeship Week Proclamation

Wayne Business & Industry Center Executive Director Craig Foucht introduced Kristie Sauls, Apprenticeship and WorkBase Coordinator for Wayne Community College, who read the National Apprenticeship Week Proclamation, attached hereto as Attachment B.

Upon motion of Commissioner Joe Daughtery, the Board of Commissioners unanimously approved the 2021 National Apprenticeship Week Proclamation.

Mr. Foucht announced the creation of the E. Ray Mayo Apprenticeship Scholarship, through a partnership between the College and the County. He talked of Mr. Mayo's accomplishments with the apprenticeship program and recognized his family. Interim Wayne Community College President Dr. Pfeiffer thanked the Commissioners and the family of Mr. Mayo. Steve Mayo thanked the Commissioners and the College for naming the scholarship on behalf of his father. Chairman Aycock shared stories of the late E. Ray Mayo and his work with the apprenticeship program at Wayne Community College. County Manager Craig Honeycutt thanked Craig Foucht and Wayne Community College for working on the scholarship program.

Appointment Committee

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved the reappointment of Kendall Lee to the Mount Olive Planning Board/Board of Adjustment.

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved the appointment of Nydia Lopez to the Mount Olive Planning Board/Board of Adjustment as alternate.

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved the reappointment of Tammy Cannon to the Wayne County Tourism Development Authority Board.

Clarification on Board of Commissioners Rescinding Mask Mandate

County Manager Craig Honeycutt explained the Board's motion at the November 2, 2021 meeting regarding rescinding the mask mandate and answered questions about excluded departments and CDC guidelines. He stated the Health Department and Department of Social Services needed to follow CDC guidelines and continue wearing masks, as the Health Department provided healthcare and the Department of Social Services was housed in the same building.

Commissioner Bevan Foster stated he read it differently because the email sent to the Board stated health departments "should" wear masks. He felt the department is being singled out and believed masks should be worn during cold and flu season.

Wayne County Medical Director Dr. James Stackhouse presented information, attached hereto as Attachment C, and stated he was in support of the wearing of masks at the Health Department building and all County facilities.

Commissioner Antonio Williams asked Health Director Dr. Brenda Weis to speak and she stated she concurred with Dr. Stackhouse on the wearing of masks. Following the questioning of Dr. Weis by Commissioner Bevan Foster, Dr. Stackhouse discussed vaccines and the need for individuals to show up for vaccinations.

Commissioner Antonio Williams made the motion to reenact the mask mandate for all County departments, including all employees and visitors, until the cold and flu season was over. Commissioner Bevan Foster stated the Board of Commissioners "jumped the gun" and now had the chance to save a life from COVID-19. Commissioner Chris Gurley asked questions regarding the numbers presented by Dr. Stackhouse and numbers being inaccurate due to false rapid tests.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners failed to pass the motion to reenact the mask mandate for all County departments, including all employees and visitors, until the cold and flu season was over, by a vote of 3 to 4. Voting for the motion were Commissioners Foster, Hardison, and Williams. Voting against the motion were Commissioners W. Aycock, B. Aycock, Daughtery, and Gurley.

County Manager Craig Honeycutt clarified the mask mandate being removed from all County buildings, excluding the Health Department Building, which includes the Department of Social Services.

Commissioner Joe Daughtery made a motion to table the matter for three months. Following discussion, Commissioner Joe Daughtery rescinded his motion and made a new motion to clarify the mask mandate previously rescinded by the Board of Commissioners on November 2, 2021, to exclude the County Office Building, known as the Health Department Building, to include all employees and visitors, and the Vaccination Site at the Food Lion Building on Grantham Street, and to acknowledge the Sheriff's Office and the office of the Register of Deeds having the authority to require masks in their facilities.

Upon motion of Commissioner Joe Daughtery, the Board of Commissioners approved the motion to clarify the mask mandate previously rescinded by the Board of Commissioners on November 2, 2021, to exclude the County Office Building, known as the Health Department Building, to include all employees and visitors, and the Vaccination Site at the Food Lion Building on Grantham Street, and to acknowledge the Sheriff's Office and the office of the Register of Deeds having the authority to require masks in their facilities, by a vote of 5 to 2. Voting for the motion were Commissioners B. Aycock, W. Aycock, Daughtery, Gurley and Hardison. Voting against the motion were Commissioners Foster and Williams.

Discussion of Afternoon Meetings at the Request of Commissioner Bevan Foster

Commissioner Bevan Foster read a list of meetings held in 2012 and stated they were special called meetings but not official afternoon or evening meetings of the regular Board of Commissioners. He said he wanted to make a statement that Chairman George Wayne Aycock, Jr. misspoke and did not do his research before speaking.

Consent Agenda

Upon motion of Commissioner Chris Gurley, the Board of Commissioners approved and authorized the following items under the consent agenda by a vote of 6 to 1. Voting against the Consent Agenda was Commissioner Bevan Foster.

1. Applications for Elderly or Disabled Exclusion.
2. Application for Disabled Veteran Exclusion.
3. Applications for Present Use Value.
4. Budget Amendments
 - a. Sheriff's Office - #126
 - b. Sheriff's Office - #140
 - c. GWTA - #148
 - d. Services on Aging - #149
 - e. Debt Project Fund - #152
 - f. Detention Center - #153
 - g. Solid Waste - #155
 - h. OES - #159
5. Motion to Approve Records Retention and Disposition Schedule General Records Schedule, attached hereto as Attachment D.
6. Motion to Approve Records Retention and Disposition Schedule Program Records Schedule, attached hereto as Attachment E.
7. Motion to Adopt Resolution #2021-39 Authorizing Wayne County to file formal application for up to \$500,000 for Building Reuse for Project Berry, attached hereto as Attachment F.
8. Motion to Adopt Resolution #2021-40 Authorizing Wayne County to file formal application for up to \$500,000 for Building Reuse for Project KBTD, attached hereto as Attachment G.
9. Motion to Adopt Resolution #2021-41: Resolution of the County of Wayne, North Carolina, declaring its official intent to reimburse expenditures for the Advanced Manufacturing Center to be located at Wayne Community College, under United States Department of Treasury Regulations, and appropriate Budget Amendment, attached hereto as Attachment H.

Presentation by Finance Director Allison Speight of Quarterly Financial Statement for the County of Wayne Fiscal Year 2021-2022 through September 30, 2021

Finance Director Allison Speight presented the quarterly financial statement for the County of Wayne Fiscal Year 2021-2022 through September 30, 2021, attached hereto as Attachment I.

Following the presentation, Commissioner Bevan Foster asked for quarterly numbers for the Register of Deeds office and Commissioner Joe Daugherty asked for the Wayne County Public Schools numbers to be broken out on the next quarterly report.

Presentation by Finance Director Allison Speight of Quarterly Financial Statement for the Wayne County Tourism Development Authority Fiscal Year 2021-2022 through September 30, 2021

Finance Director Allison Speight presented the quarterly financial statement for the Wayne County Tourism Development Authority Fiscal Year 2021-2022 through September 30, 2021, attached hereto as Attachment I.

Motion to Approve Memorandum of Understanding (MOU) for the Mobile Library Project

County Manager Craig Honeycutt reviewed the MOU for the Mobile Library Project, attached hereto as Attachment J.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved the Memorandum of Understanding for the Mobile Library Project.

Motion to Approve CAD Contract, Pending Approval from the County Attorneys and the 911 Board, and Appropriate Budget Amendment

County Manager Craig Honeycutt reviewed the CAD Contract, attached hereto as Attachment K. County Attorney E. B. Borden Parker noted the contract listed the Wayne County Sheriff's Office when it would actually be with the County of Wayne.

Upon motion of Commissioner Joe Daughtery, the Board of Commissioners unanimously approved the CAD Contract for pending approval from the County Attorneys and the 911 Board, and appropriate budget amendment.

County Manager's Report

County Manager Craig Honeycutt introduced Randy Rogers as the new Director of Solid Waste. Rogers has over 30 years of service with the County and had previously served as the Interim Director. He thanked the Board of Commissioners and stated he looked forward to leading the Solid Waste Department and moving forward with respect for environmental restrictions.

Mr. Honeycutt also announced the Shell Building announcement schedule for that week at Wayne Community College.

Board of Commissioners Committee Reports

Commissioner Joe Daughtery stated he attended the Executive Jetport meeting and announced the \$3 million rehabilitation project will begin in the Spring, with the work being done in two phases. He said negotiations over the past several months to change bylaws of the Wayne County Development Alliance resulted in modifications that were recently approved. Changes included appointments added for the Goldsboro City Council and the Mount Olive Board of Commissioners. He said the Wayne County Board of Commissioners have four appointments with a limit of two sitting commissioners. Mr. Daughtery said he attended the Health Department meeting and said the County COVID-19 rate is 3.2%, below the State's recommendation of 5% for removing mask restrictions. He added the new vaccination site is up and running and he has heard positive comments. He acknowledged multiple departments for making the transition happen smoothly.

Commissioner Barbara Aycock stated she attended the Wayne County Development Alliance meeting and spoke of the new appointments. She thanked Facilities Director Kendall Lee and his staff for their hard work at the vaccination site and all buildings in Wayne County. She spoke of a trend on the Board of Commissioners of losing focus and instead pointing fingers. She said there is a lot of work for the Board to do and discourse will only slow the Board down. She said the Board needed to stay focused.

Commissioner Antonio Williams stated the Board will never always agree but needs a new perspective. He said he was disappointed in the vote for the mask mandate. Mr. Williams discussed the lack of employees in local businesses, relating it to COVID-19, and discussed mandates in other cities. He said the Board of Commissioners is not leading but following. He also briefly discussed Mount Olive and their sewer issues.

Commissioner Bevan Foster had no report.

Commissioner Chris Gurley stated he acquired the sewer maps from Eureka. He said he was still lobbying for volunteers with the Volunteer Fire Departments and asked individuals to help fill the time slots for the Salvation Army Red Kettle Campaign. Mr. Gurley wished everyone a Happy Thanksgiving.

Vice-Chairman Freeman Hardison, Jr. stated he attended the Habitat for Humanity annual breakfast and asked people to donate to the organization. He thanked everyone for their help with the storage trailers and vaccination site. Mr. Hardison also discussed the discord on the Board and said many issues could be solved with phone calls amongst the commissioners. He said the mask mandate is needed and politics should be taken out of the issue and the right

thing done for Wayne County. Mr. Hardison thanked the Veterans for their service and said he felt it was inappropriate for him to sit on the stage at the recent Veterans parade.

Chairman George Wayne Aycock, Jr. discussed the search for a President at Wayne Community College and said they are now waiting on the State Board to respond. He thanked Facilities Director Kendall Lee and his staff for setting up the vaccination site and thanked the other Department Managers for their help. He stated he was proud of all Wayne County departments and employees. Mr. Aycock stated he attended the Veterans parade and felt it was his responsibility to respect them. He also announced the upcoming Firemen's Association meeting.

Recess the Board of Commissioners Meeting

At 10:37 a.m., Chairman George Wayne Aycock, Jr. recessed the meeting of the Board of Commissioners.

Reconvene the Board of Commissioners Meeting

At 10:52 a.m., Chairman George Wayne Aycock, Jr. reconvened the meeting of the Board of Commissioners.

Discussion of Wayne County Sheriff's Office Position Classification and Pay Plan Study

County Manager Craig Honeycutt introduced HR Consultant Susan Manning who presented and discussed the Sheriff's Office Position Classification and Pay Plan Study presented, attached hereto as Attachment L. Wayne County Human Resources Director Ginger Moore thanked the Board of Commissioners for directing her department to conduct the study.

Ms. Manning answered questions on the data, including the 3% pay raise given to all County employees in 2021. She said using the recommendations would move Wayne County from the bottom of the surrounding counties to the median range, or 50% of the market shown.

Upon motion of Commissioner Joe Daughtery, the Board of Commissioners unanimously approved the motion to allow the equity adjustments to be implemented December 1, 2021 and the market adjustments to be implemented January 1, 2022 for the Wayne County Sheriff's Office.

Closed Sessions

At 8:29 a.m., upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously declared itself in closed session to discuss the purchase of property and the location and expansion of business in Wayne County.

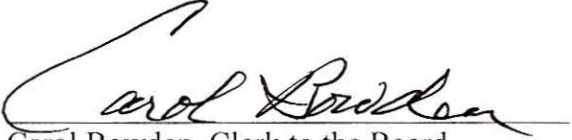
At 8:46 a.m., upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously declared itself in regular session.

At 11:47 a.m., upon motion of Commissioner Joe Daughtery, the Board of Commissioners unanimously declared itself in closed session to discuss to consider the performance of an individual public officer or employee.

At 12:11 p.m., upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously declared itself in regular session.

Adjournment

At 12:13 p.m., Commissioner George Wayne Aycock, Jr. adjourned the meeting of the Wayne County Board of Commissioners.

A handwritten signature in black ink, appearing to read "Carol Bowden". The signature is fluid and cursive, with a large initial "C" and "B".

Carol Bowden, Clerk to the Board
Wayne County Board of Commissioners

NORTH CAROLINA
WAYNE COUNTY

FARM-CITY WEEK PROCLAMATION

WHEREAS, the growth and development of the county and the well-being of all its citizens are dependent upon cooperation and exchange between the two essential environments of our society – farm and non-farm families; and

WHEREAS, studies show agriculture and agribusiness industries together bring in over \$1 billion of income into the county, which represents 21% of the county's income and 20% of the county's employment; and

WHEREAS, Wayne County's farm income makes a significant contribution to the economy of our county with over \$450 million in gross farm gate sales during last year; and

WHEREAS, Wayne County is home to Mt. Olive Pickle, largest pickle company in the United States, and home to Goldsboro Milling Company, parent company of Butterball Turkey, the largest producer of Turkey products in the US.

WHEREAS, Wayne County was recognized by *Farm Futures Magazine* as the 5th best place in the United States to farm; and

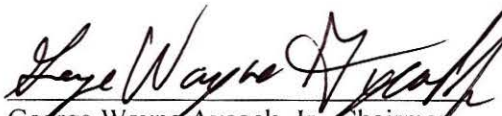
WHEREAS, wherever we live, on the farm or in the city, we share common needs – food for our nourishment, forest products for our shelter and paper, and fiber for clothing and other materials; and

WHEREAS, if Wayne County is to continue to prosper, it is important that farm and non-farm residents appreciate and understand each other; and

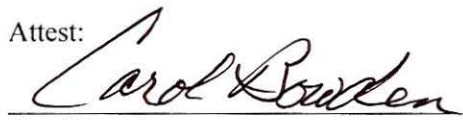
WHEREAS, Farm-City Week provides an unparalleled experience for farm and city people to become better acquainted.

NOW, THEREFORE, BE IT RESOLVED that the Wayne County Board of Commissioners does hereby proclaim November 19-25, 2021 to be Farm-City Week and a week of thankfulness.

Adopted this the 16th day of November, 2021.


George Wayne Aycock, Jr., Chairman
Wayne County Board of Commissioners

Attest:


Carol Bowden
Clerk to the Board



NORTH CAROLINA

WAYNE COUNTY

2021 NATIONAL APPRENTICESHIP WEEK PROCLAMATION

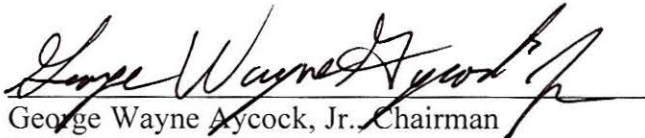
WHEREAS, National Apprenticeship Week is celebrating its 7th anniversary of raising awareness of the vital role apprenticeships provide in creating a qualified and highly-skilled workforce in diverse industries in Wayne County, North Carolina and across the nation; and

WHEREAS, the advancement and well-being of the United States of America depends upon the continued development of skilled workers in their chosen fields; and

WHEREAS, an ever growing number of job creators and career seekers are discovering the benefits of apprenticeship's unique learn-while-your-earn model; and

WHEREAS, Wayne County, North Carolina recognizes that robust apprenticeship programs provide tangible value to both job creators and apprentices, with the potential to increase productivity, improve diversity and inclusion, and reduce recruitment and training costs while providing a pathway to prosperous careers for job seekers.

NOW, THEREFORE, the Wayne County Board of Commissioners, does hereby declare November 15, 2021, through November 21, 2021, as National Apprenticeship Week in Wayne County, North Carolina.


George Wayne Aycock, Jr., Chairman
Wayne County Board of Commissioners

Attest:


Carol Bowden, Clerk to the Board



CDC, Oct 25, 2021:

If you are fully vaccinated, to maximize protection from the Delta variant and prevent possibly spreading it to others, wear a mask indoors in public if you are in an area **of substantial or high transmission**

[Substantial or high transmission = ≥ 50 new positive cases per 100,000 residents over a 7-day period]

Source: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html>

NC DHHS, May 14, 2021:

In accordance with the new CDC guidance, there will still be certain settings where masks and other safety measures will be required.

Masks will still be required in child care, schools and camps as most children are either not yet vaccinated or are not yet eligible to be vaccinated.

Everyone, including people who are fully vaccinated will still be required to wear a mask in certain settings such as public transportation, health care settings like hospitals, doctor's offices and long-term care settings like nursing homes, and certain congregate settings like correctional facilities and homeless shelters.

Source: <https://governor.nc.gov/news/press-releases/2021/05/14/following-new-cdc-guidance-face-coverings-governor-cooper-lifts-many-covid-19-restrictions>

7-day Metrics – Wayne County ---- November 15, 2021

Community Transmission = High

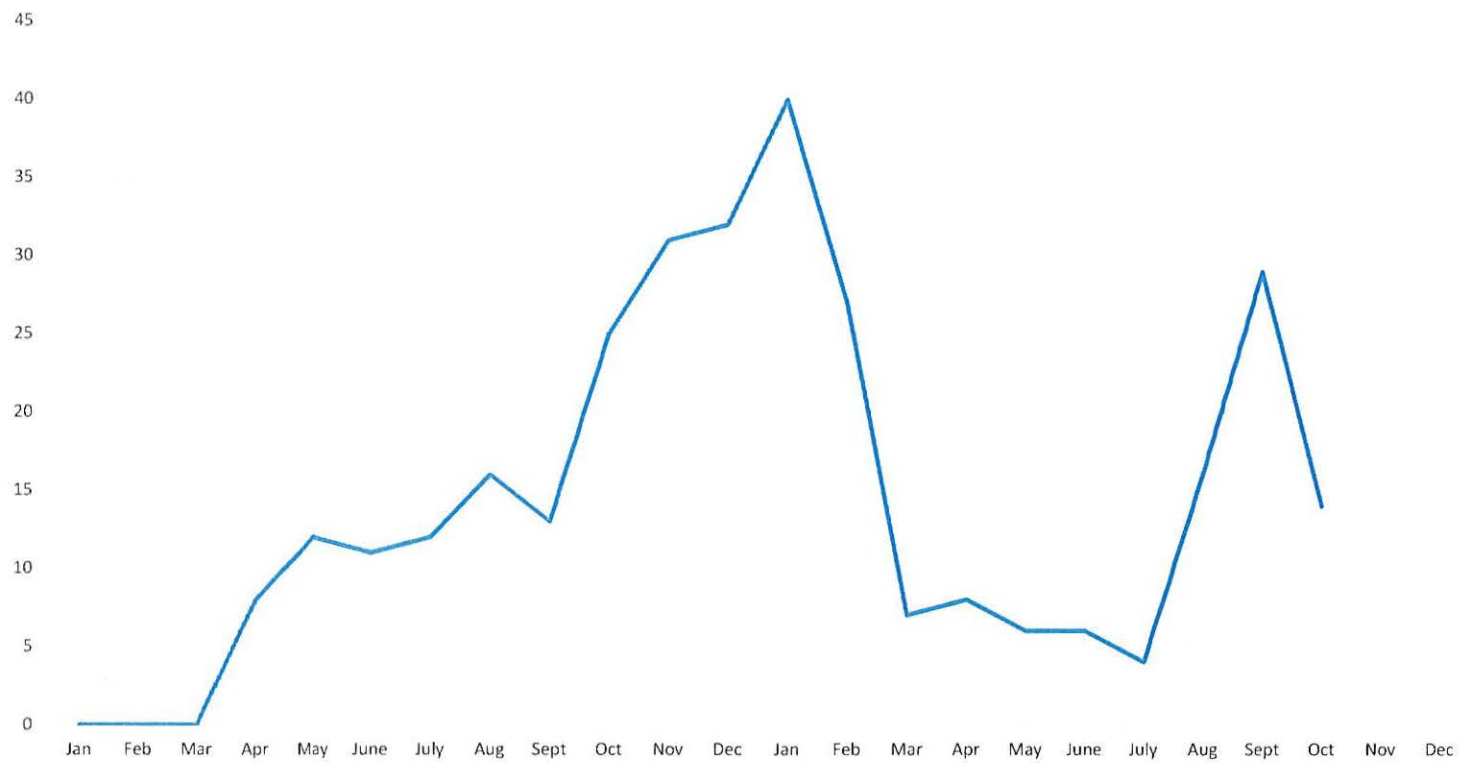
CDC Recommendation:

Everyone in **Wayne County, North Carolina** should wear a mask in public, indoor settings. Mask requirements might vary from place to place. Make sure you follow local laws, rules, regulations or guidance

Cases	224
Case Rate per 100,000 residents	181.92
% Positivity	3.21%
Deaths	<10
% of population ≥ 12 years of age fully vaccinated	54.6%

Source: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html>

Wayne County Covid Related Deaths By Month
Death Certificates



RECORDS RETENTION AND DISPOSITION SCHEDULE

GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES



Issued By:



North Carolina Department of Natural and Cultural Resources
Division of Archives and Records
Government Records Section

October 1, 2021

CONTENTS

<u>Approval</u>	iv
Front Matter	
<u>Executive Summary</u>	v
<u>Legend for Records Schedule</u>	vii
Records Retention and Disposition Schedule	
<u>Standard 1: Administration and Management Records</u>	1
<u>Standard 2: Budget, Fiscal, and Payroll Records</u>	23
<u>Standard 3: Geographic Information System Records</u>	36
<u>Standard 4: Human Resources Records</u>	43
<u>Standard 5: Information Technology Records</u>	61
<u>Standard 6: Legal Records</u>	67
<u>Standard 7: Public Relations Records</u>	75
<u>Standard 8: Risk Management Records</u>	80
<u>Standard 9: Workforce Development Records</u>	86
Appendix	
<u>Managing Public Records in North Carolina</u>	A-1
<u>Audits, Litigation, and Other Official Action</u>	A-5
<u>Transitory Records</u>	A-6
<u>Destruction of Public Records</u>	A-8
<u>Sample Destructions Log</u>	A-10
<u>Electronic Records: E-mail, Born Digital Records, and Digital Imaging</u>	A-11
<u>Geospatial Records</u>	A-13
<u>Security Preservation Copies of Records</u>	A-15
<u>Disaster Assistance</u>	A-17
<u>Staff Training</u>	A-18
Request Forms	
<u>Request for Change in Records Schedule</u>	A-19
<u>Request for Disposal of Unscheduled Records</u>	A-20
<u>Request for Disposal of Original Records Duplicated by Electronic Means</u>	A-21
<u>File Plan</u>	A-22
<u>Related Records Series in Program Schedules</u>	A-23
<u>Index</u>	A-30

2021 General Records Schedule: Local Government Agencies

The records retention and disposition schedules and retention periods governing the records series listed herein are hereby approved. This approval extends to and includes the following standards in the **2021 General Records Schedule: Local Government Agencies**:

1. Administration and Management Records
2. Budget, Fiscal, and Payroll Records
3. Geographic Information System Records
4. Human Resources Records
5. Information Technology Records
6. Legal Records
7. Public Relations Records
8. Risk Management Records
9. Workforce Development Records

In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement.

Destructions

G.S. § 121-5 authorizes the Department of Natural and Cultural Resources to regulate the destruction of public records. Furthermore, the local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. The North Carolina Administrative Code states:

“(a) Paper records which have met their required retention requirements and are not subject to legal or other audit holds should be destroyed in one of the following ways:

1. burned, unless prohibited by local ordinance;
2. shredded, or torn up so as to destroy the record content of the documents or material concerned;
3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned; or
4. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

(b) When used in an approved records retention and disposition schedule, the provision that electronic records are to be destroyed means that the data and metadata are to be overwritten, deleted, and unlinked so the data and metadata may not be practicably reconstructed.

(c) When used in an approved records retention and disposition schedule, the provision that confidential records of any format are to be destroyed means the data, metadata, and physical media are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.”

All local government agencies should maintain logs of their destructions either in the minutes of their governing board or in their Records Management file. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed.

Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.

Audits and Litigation Actions

Records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule.

Electronic Records

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

Local government agencies should consider retention requirements and disposition authorities when designing and implementing electronic records management systems. Any type of electronically-created or electronically-stored information falls under the North Carolina General Assembly's definition of public records cited above. For example, e-mail, text messages, blog posts, voicemails, websites, word processing documents, spreadsheets, databases, and PDFs all fall within this definition of public records. In addition, G.S. § 132-6.1(a) specifies:

"Databases purchased, leased, created, or otherwise acquired by every public agency containing public records shall be designed and maintained in a manner that does not impair or impede the public agency's ability to permit the public inspection and examination of public records and provides a means of obtaining copies of such records. Nothing in this subsection shall be construed to require the retention by the public agency of obsolete hardware or software."

Local government agencies may scan any paper record and retain it electronically for ease of retrieval. If an agency wishes to destroy the original paper records before their assigned retention periods have been met, the agency must establish an electronic records policy, including putting into place procedures for quality assurance and documentation of authorization for records destructions approved by the Government Records Section. This electronic records policy and releases for destruction of records must be approved by the Government Records Section. Agencies should be aware that for the purpose of any audit, litigation, or public records request, they are considered the records custodian obligated to produce requested records, even if said records are being maintained electronically by an outside vendor. Therefore, contracts regarding electronically stored information should be carefully negotiated to specify how records can be exported in case a vendor goes out of business or the agency decides to award the contract to a different vendor.

Reference Copies

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when *"reference value ends."* All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction *"destroy when reference value ends."* If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction *"destroy when reference value ends."*

Record Copy

A record copy is defined as "The single copy of a document, often the original, that is designated as the official copy for reference and preservation."¹ The record copy is the one whose retention and disposition is mandated by this schedule; all additional copies are considered reference or access copies and can be destroyed when their usefulness expires. In some cases, postings to social media may be unofficial copies of information that is captured elsewhere as a record copy (e.g., a press release about an upcoming agency event that is copied to various social media platforms). Appropriately retaining record copies and disposing of reference copies requires agencies to

¹ Society of American Archivists, *Dictionary of Archives Terminology*.

designate clearly what position or office is required to maintain an official record for the duration of its designated retention period.

Transitory Records

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”²

North Carolina has a broad definition of public records. However, the Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called transitory records. They may be disposed of according to the guidance below. However, all public employees should be familiar with their appropriate retention schedule and any other applicable guidelines for their office. If there is a required retention period for these records, that requirement must be followed. When in doubt about whether a record is transitory or whether it has special significance or importance, retain the record in question and seek guidance from a DNCR records analyst.

Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed. Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails and calendar invites) have minimal value once the official action these records are supporting has been completed and documented. These records may be destroyed or otherwise disposed of once the action has been resolved.

Drafts and working papers, including notes and calculations, are materials gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of Chapter 132 of the General Statutes, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents that may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports;
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
- Drafts and working papers for presentations, workshops, and other explanations of agency policy that is already formally documented.

Forms used solely to create, update, or modify records in an electronic medium may be destroyed in office after completion of data entry and after all verification and quality control procedures, so long as these records are not required for audit or legal purposes. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g., a signature or notary’s seal), they must be retained according to the disposition instructions for the records series encompassing the forms’ function.

² Ibid.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule supersedes previous versions of this schedule and any localized amendments; it is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED



Municipal/County Clerk or Manager

Title: Clerk



Sarah E. Koonts, Director

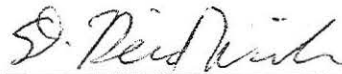
Division of Archives and Records

APPROVED



Head of Governing Body

Title: Chairman



D. Reid Wilson, Secretary

Department of Natural and Cultural
Resources

Municipality/County: Wayne

Effective: October 1, 2021

EXECUTIVE SUMMARY

- ✓ Some records are covered by the Local Agency Program Retention and Disposition Schedules. See the appendix for Related Records Series Found in Local Agency Program Schedules.
- ✓ According to N.C. Gen. Stat. § 121-5(b) and N.C. Gen. Stat. § 132-3, you may destroy public records only with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
- ✓ Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter" (from Society of American Archivists, *Dictionary of Archives Terminology*). Your agency must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instructions, "destroy when reference value ends."
- ✓ E-mail is a record as defined by N.C. Gen. Stat. § 121-5 and N.C. Gen. Stat. § 132. It is the content of the e-mail that is critical when determining the retention period of a particular e-mail, including attachments, not the media in which the record was created. It is important for all agency employees and officials to determine the appropriate records series for specific e-mails and retain them according to the disposition instructions listed with the identified record series.
- ✓ The State Archives of North Carolina recommends that all agency employees and officials view the tutorials that are available online through the State Archives website in order to familiarize themselves with records management principles and practices. The State Archives of North Carolina's online tutorials include topics such as records management and scanning guidelines.
- ✓ The State Archives of North Carolina creates security preservation record copies for minutes and selected other records of governing bodies and commissions, adoption records, and maps and plats. Agencies can request copies of the digital images made during this process. Contact the appropriate Records Management Analyst to begin this process.

- ✓ If you have records that are not listed in this schedule, contact a Records Management Analyst. An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do not have historical value, we will ask you to complete a Request for Disposal of Unscheduled Records (page A-20) for records that are no longer being created.

LEGEND FOR RECORDS SCHEDULE

This records retention and disposition schedule applies to records in all media, unless otherwise specified.



– symbol designating that one or more records in this series may be confidential or may include confidential information.

Item # – an identifying number assigned to each records series for ease of reference.

Series – “a group of similar records that are . . . related as the result of being created, received, or used in the same activity.” (From Society of American Archivists, *Dictionary of Archives Terminology*). Series in this schedule are based on common functions in government offices.

Records Series Title – a short identification of the records in a series, based on their common function.

Series Description – a longer description of the records in a series, often including the types of records that can frequently be found in that series. This information is included underneath the Records Series Title.

Disposition Instructions – instructions dictating the length of time a series must be retained and how the office should dispose of those records after that time.

Citation – a listing of references to statutes, laws, and codes related to the records series. Citations can include:

- Authority: governing the creation of records
- Confidentiality: limiting access to public records
- Retention: setting a retention period

Throughout this schedule, items that cross-reference other items within this schedule are indicated with a SEE ALSO reference. If you hover your cursor over one of these items, you will see the hand tool that will enable you to click on the item to follow the link to that location.

AUDITS: PERFORMANCE

Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, corrective measures, and other related records.

SEE ALSO: Audits: Financial (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS).

Sample records series title and description with cross-reference included

No destruction of records may take place if litigation or audits are pending or reasonably anticipated. See also AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

RECORDS RETENTION AND DISPOSITION SCHEDULE

PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES



Issued By:



NC DEPARTMENT OF
NATURAL AND CULTURAL RESOURCES

North Carolina Department of Natural and Cultural Resources
Division of Archives and Records
Government Records Section

October 1, 2021

CONTENTS

<u>Approval</u>	iv
Front Matter	
<u>Executive Summary</u>	v
<u>Legend for Records Schedule</u>	vi
Records Retention and Disposition Schedule	
<u>Standard 10: Airport Authority Records</u>	1
<u>Standard 11: Animal Services Records</u>	3
<u>Standard 12: Code Enforcement and Inspection Records</u>	5
<u>Standard 13: Emergency Medical Services and Fire Department Records</u>	12
<u>Standard 14: Parks and Recreation Records</u>	16
<u>Standard 15: Planning and Regulation of Development Records</u>	19
<u>Standard 16: Public Housing Authorities, Redevelopment Commissions, and Entitlement Communities Records</u>	25
<u>Standard 17: Public Transportation Systems Records</u>	31
<u>Standard 18: Public Utilities and Environmental/Waste Management Records</u>	34
<u>Standard 19: Street Maintenance, Public Works, and Engineering Records</u>	46
<u>Standard 20: Law Enforcement Records (excluding Sheriff's Office)</u>	53
<u>Standard 21: Tax Records (for municipalities)</u>	73
Appendix	
<u>Managing Public Records in North Carolina</u>	A-1
<u>Audits, Litigation, and Other Official Actions</u>	A-5
<u>Transitory Records</u>	A-6
<u>Destruction of Public Records</u>	A-8
<u>Sample Destructions Log</u>	A-10
<u>Electronic Records: E-mail, Born Digital Records, and Digital Imaging</u>	A-11
<u>Geospatial Records</u>	A-13
<u>Security Preservation Record Copies</u>	A-15
<u>Disaster Assistance</u>	A-17
<u>Staff Training</u>	A-18
Request Forms	
<u>Request for Change in Records Schedule</u>	A-19
<u>Request for Disposal of Unscheduled Records</u>	A-20
<u>Request for Disposal of Original Records Duplicated by Electronic Means</u>	A-21
<u>File Plan</u>	A-22
<u>Index</u>	A-23

Program Records Schedule: Local Government Agencies

The records retention and disposition schedules and retention periods governing the records series listed herein are hereby approved. This approval extends to and includes the following standards in the **2021 Program Records Schedule: Local Government Agencies**:

10. Airport Authority Records
11. Animal Services Records
12. Code Enforcement and Inspection Records
13. Emergency Medical Services and Fire Department Records
14. Parks and Recreation Records
15. Planning and Regulation of Development Records
16. Public Housing Authorities, Redevelopment Commissions, and Entitlement Communities Records
17. Public Transportation Systems Records
18. Public Utilities and Environmental/Waste Management Records
19. Street Maintenance, Public Works, and Engineering Records
20. Law Enforcement Records (excluding Sheriff's Offices)
21. Tax Records (for municipalities)

In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement.

Destructions

N.C. Gen. Stat. § 121-5 authorizes the Department of Natural and Cultural Resources to regulate the destruction of public records. Furthermore, the local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. The North Carolina Administrative Code states:

“(a) Paper records which have met their required retention requirements and are not subject to legal or other audit holds should be destroyed in one of the following ways:

1. burned, unless prohibited by local ordinance;
2. shredded, or torn up so as to destroy the record content of the documents or material concerned;
3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned; or
4. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

(b) When used in an approved records retention and disposition schedule, the provision that electronic records are to be destroyed means that the data and metadata are to be overwritten, deleted, and unlinked so the data and metadata may not be practicably reconstructed.

(c) When used in an approved records retention and disposition schedule, the provision that confidential records of any format are to be destroyed means the data, metadata, and physical media are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.”

All local government agencies should maintain logs of their destructions either in the minutes of their governing board or in their Records Management file. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed.

Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.

Audits and Litigation Actions

Records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule.

Electronic Records

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

Local government agencies should consider retention requirements and disposition authorities when designing and implementing electronic records management systems. Any type of electronically-created or electronically-stored information falls under the North Carolina General Assembly's definition of public records cited above. For example, e-mail, text messages, blog posts, voicemails, websites, word processing documents, spreadsheets, databases, and PDFs all fall within this definition of public records. In addition, N.C. Gen. Stat. § 132-6.1(a) specifies:

“Databases purchased, leased, created, or otherwise acquired by every public agency containing public records shall be designed and maintained in a manner that does not impair or impede the public agency's ability to permit the public inspection and examination of public records and provides a means of obtaining copies of such records. Nothing in this subsection shall be construed to require the retention by the public agency of obsolete hardware or software.”

Local government agencies may scan any paper record and retain it electronically for ease of retrieval. If an agency wishes to destroy the original paper records before their assigned retention periods have been met, the agency must establish an electronic records policy, including putting into place procedures for quality assurance and documentation of authorization for records destructions approved by the Government Records Section. This electronic records policy and releases for destruction of records must be approved by the Government Records Section. Agencies should be aware that for the purpose of any audit, litigation, or public records request, they are considered the records custodian obligated to produce requested records, even if said records are being maintained electronically by an outside vendor. Therefore, contracts regarding electronically stored information should be carefully negotiated to specify how records can be exported in case a vendor goes out of business or the agency decides to award the contract to a different vendor.

Reference Copies

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when “*reference value ends*.” All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction “*destroy when reference value ends*.” If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction “*destroy when reference value ends*.”

Record Copy

A record copy is defined as “The single copy of a document, often the original, that is designated as the official copy for reference and preservation.”¹ The record copy is the one whose retention and disposition is mandated by these schedules; all additional copies are considered reference or access copies and can be destroyed when their usefulness expires. In some cases, postings to social media may be unofficial copies of information that is captured elsewhere as a record copy (e.g., a press release about an upcoming agency event that is copied to various social

¹ Society of American Archivists, *Dictionary of Archives Terminology*.

media platforms). Appropriately retaining record copies and disposing of reference copies requires agencies to designate clearly what position or office is required to maintain an official record for the duration of its designated retention period.

Transitory Records

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”²

North Carolina has a broad definition of public records. However, the Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called transitory records. They may be disposed of according to the guidance below. However, all public employees should be familiar with their appropriate retention schedule and any other applicable guidelines for their office. If there is a required retention period for these records, that requirement must be followed. When in doubt about whether a record is transitory or whether it has special significance or importance, retain the record in question and seek guidance from a DNCR records analyst.

Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed. Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails and calendar invites) have minimal value once the official action these records are supporting has been completed and documented. These records may be destroyed or otherwise disposed of once the action has been resolved.

Drafts and working papers, including notes and calculations, are materials gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of Chapter 132 of the General Statutes, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents that may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports;
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
- Drafts and working papers for presentations, workshops, and other explanations of agency policy that is already formally documented.

Forms used solely to create, update, or modify records in an electronic medium may be destroyed in office after completion of data entry and after all verification and quality control procedures, so long as these records are not required for audit or legal purposes. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g., a signature or notary’s seal), they must be retained according to the disposition instructions for the records series encompassing the forms’ function.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. These schedules supersede previous versions of these schedules and any localized amendments; they are to remain in effect from the date of approval until they are reviewed and updated.

² Ibid.

APPROVAL RECOMMENDED


Municipal/County Clerk or Manager
Title: Clerk


Sarah E. Koonts, Director
Division of Archives and Records

APPROVED


Head of Governing Body
Title: Chairman


D. Reid Wilson, Secretary
Department of Natural and Cultural
Resources

County/Municipality: Wayne

Effective: October 1, 2021

EXECUTIVE SUMMARY

- ✓ Some records are covered by the *General Records Schedule: Local Government Agencies* and, therefore, are not listed separately here.
- ✓ According to N.C. Gen. Stat. § 121-5(b) and N.C. Gen. Stat. § 132-3, you may destroy public records only with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
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- ✓ If you have records that are not listed in this schedule, contact a Records Management Analyst. An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do not have historical value, we will ask you to complete a [Request for Disposal of Unscheduled Records](#) (page A-19) for records that are no longer being created.

LEGEND FOR RECORDS SCHEDULE

This records retention and disposition schedule applies to records in all media, unless otherwise specified.



– symbol designating that one or more records in this series may be confidential or Includes confidential information.

Item # – an identifying number assigned to each records series for ease of reference.

Series – “a group of similar records that are . . . related as the result of being created, received, or used in the same activity.” (From Society of American Archivists, *Dictionary of Archives Terminology*). Series in this schedule are based on common functions in government offices.

Records Series Title – a short identification of the records in a series, based on their common function.

Series Description – a longer description of the records in a series, often including the types of records that can frequently be found in that series. This information is included underneath the Records Series Title.

Disposition Instructions – instructions dictating the length of time a series must be retained and how the office should dispose of those records after that time.

Citation – a listing of references to statutes, laws, and codes related to the records series. Citations can include:

- Authority: governing the creation of records
- Confidentiality: limiting access to public records
- Retention: setting a retention period

Throughout this schedule, items that cross-reference other items within this schedule are indicated with a SEE ALSO reference. If you hover your cursor over one of these items, you will see the hand tool that will enable you to click on the item to follow the link to that location.

AUDITS: PERFORMANCE

Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, corrective measures, and other related records.

SEE ALSO: Audits: Financial (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS).

Sample records series title and description with cross-reference included

[Faint, illegible text representing a sample records series title and description]

No destruction of records may take place if litigation or audits are pending or reasonably anticipated. See also AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page A-5.

[Faint, illegible text representing a sample records series title and description]

RESOLUTION

INTRODUCED BY: Craig Honeycutt, County Manager

Date: 11/16/2021

SUBJECT AREA Economic Development

PRESENTED BY: Honeycutt

RESOLUTION: Authorizing Wayne County to file formal application for up to \$500,000 for Building Reuse for Project Berry

ACTION REQUESTED:

Authorizing Wayne County to file a formal application for the NC Rural Center Building Reuse Grant Program for up to \$500,000 for business expansion related to Project Berry.

HISTORY/BACKGROUND:

NC Rural Economic Development Center Inc. has authorized the awarding of grants from appropriated funds to aid eligible businesses in financing the costs of building renovations associated with an economic development project. Project Berry needs assistance in financing the renovations that may qualify for Rural Center funding.

EVALUATION:

Wayne County Board of Commissioners has previously indicated its desire to assist in economic development efforts within the county and wish to pursue formal application for Rural Center Building Reuse funding to benefit Project Berry and will invest a 5% match of the grant amount toward the proposed renovations toward the committed to the application. Wayne County certifies it will meet all statutory requirements of the program. The County Manager and designee, Mark Pope, are authorized to execute daily grant related documentation which includes the grant agreement, general correspondence between Wayne County and the proposed business and the funding agency. Any documentation, which reflects a change in the original scope of work and/or amendment related activities, must be brought before the Wayne County Commissioners for approval.

MANAGER'S RECOMMENDATION: X Approve Deny

RESOLUTION: NOW THEREFORE BE IT RESOLVED:

by the Wayne County Board of Commissioners, Authorizing Wayne County to file a formal application for the NC Rural Center Building Reuse Grant Program for up to \$500,000 for business expansion related to Project Berry

FUNDING SOURCE:

AMENDMENTS

MOVED: Commissioner Gurley SECOND: NA

APPROVED: 6-1

DENIED:

UNANIMOUS:

Wayne Aycock Jr. yes

Hardison yes

Barbara Aycock yes

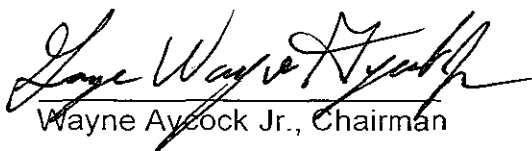
Daughtery yes

Gurley yes

Foster NO

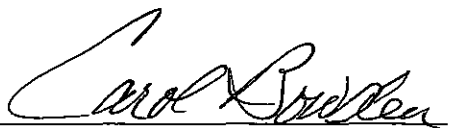
Williams yes




Wayne Aycock Jr., Chairman

11-16-2021

Date



ATTEST

11-16-2021

DATE

RESOLUTION

INTRODUCED BY: Craig Honeycutt, County Manager

Date: 11/16/2021

SUBJECT AREA Economic Development

PRESENTED BY: Honeycutt

RESOLUTION: Authorizing Wayne County to file formal application for up to \$500,000 for Building Reuse for Project KBTD

ACTION REQUESTED:

Authorizing Wayne County to file a formal application for the NC Rural Center Building Reuse Grant Program for up to \$500,000 for business expansion related to Project KBTD.

HISTORY/BACKGROUND:

NC Rural Economic Development Center Inc. has authorized the awarding of grants from appropriated funds to aid eligible businesses in financing the costs of building renovations associated with an economic development project. Project KBTD needs assistance in financing the renovations that may qualify for Rural Center funding.

EVALUATION:

Wayne County Board of Commissioners has previously indicated its desire to assist in economic development efforts within the county and wish to pursue formal application for Rural Center Building Reuse funding to benefit Project KBTD and will invest a 5% match of the grant amount toward the proposed renovations toward the committed to the application. Wayne County certifies it will meet all statutory requirements of the program. The County Manager and designee, Mark Pope, are authorized to execute daily grant related documentation which includes the grant agreement, general correspondence between Wayne County and the proposed business and the funding agency. Any documentation, which reflects a change in the original scope of work and/or amendment related activities, must be brought before the Wayne County Commissioners for approval.

MANAGER'S RECOMMENDATION: ☒ Approve ☐ Deny

RESOLUTION: NOW THEREFORE BE IT RESOLVED:

by the Wayne County Board of Commissioners, Authorizing Wayne County to file a formal application for the NC Rural Center Building Reuse Grant Program for up to \$500,000 for business expansion related to Project KBTD

FUNDING SOURCE:

AMENDMENTS

MOVED:

SECOND:

APPROVED: 6 to 1

DENIED:

UNANIMOUS:

Wayne Aycock, Jr. *yes*

Hardison *yes*

Barbara Aycock *yes*

Daughtery *yes*

Foster *NO*

Gurley *yes*

Williams *yes*



Wayne Aycock Jr.
Wayne Aycock Jr., Chairman

11-16-2021

Date

Carol S. Gurley

11-16-2021

ATTEST

DATE

The Board of Commissioners for the County of Wayne, North Carolina met in a regular meeting in the Commissioners' Meeting Room in the Wayne County Courthouse Annex located at 224 East Walnut Street in Goldsboro, North Carolina, the regular place of meeting, at 9:00 a.m. on November 16, 2021.

Present: Chair George Wayne Aycock Jr., presiding, and Commissioners B. Aycock,

J. Daughtery, B. Foster, C. Gurley, F. Hardison, & A. Williams

Absent: Commissioners NONE

Also present: Members of the public, staff, & media

* * * * *

C. Gurley introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Commissioner:

**RESOLUTION OF THE COUNTY OF WAYNE, NORTH CAROLINA
DECLARING ITS OFFICIAL INTENT TO REIMBURSE
EXPENDITURES FOR THE ADVANCED MANUFACTURING CENTER
TO BE LOCATED AT WAYNE COMMUNITY COLLEGE UNDER
UNITED STATES DEPARTMENT OF TREASURY REGULATIONS**

BE IT RESOLVED, by the Board of Commissioners (the "Board") for the County of Wayne, North Carolina (the "County") as follows:

Section 1. The Board hereby finds, determines and declares the following:

(a) Section 1.150-2 of the Treasury Regulations (the "Regulations") prescribes specific procedures which will be applicable to certain bonds or notes issued by or on behalf of the County including, without limitation, a requirement that the County declare its official intent to reimburse certain expenditures with proceeds of debt to be incurred by the County prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed.

(b) The County intends to advance its own funds in order to pay certain capital costs (the "Original Expenditures") relating to the acquisition, construction, installation and equipping of the Advanced Manufacturing Center to be located at Wayne Community College (the "Project").

(c) The County reasonably expects to reimburse itself for the Original Expenditures from the proceeds of debt to be incurred by the County.

(d) \$3,000,000 is the maximum principal amount of debt expected to be incurred for the purpose of paying the costs of the Project.

(e) This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations to expressly declare the official intent of the County to reimburse itself from the proceeds of debt to be hereinafter incurred by the County for certain expenditures paid by the County on or after the date which is sixty (60) days prior to the date hereof.

(f) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(g) All Original Expenditures to be reimbursed by the County were paid no more than sixty (60) days prior to, or will be paid on or after the date of, this declaration of official intent, except with respect to certain amounts incurred before such 60-day period not exceeding 20% of the issue price of the proceeds of the debt to be hereinafter incurred which are expended for "preliminary expenditures" within the meaning of Section 1.150-2 of the Treasury Regulations (the "Preliminary Expenditures"). The County understands that, except for the Preliminary Expenditures, such reimbursement must occur not later than eighteen (18) months after the later of (a) the date the Original Expenditures were paid and (b) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the Original Expenditures were paid.

Section 2. This resolution shall take effect upon its adoption.

Upon motion of Commissioner C. Gurley, ~~seconded by Commissioner~~
, the foregoing resolution entitled "RESOLUTION OF THE
COUNTY OF WAYNE, NORTH CAROLINA DECLARING ITS OFFICIAL INTENT TO
REIMBURSE EXPENDITURES FOR THE ADVANCED MANUFACTURING CENTER TO
BE LOCATED AT WAYNE COMMUNITY COLLEGE UNDER UNITED STATES
DEPARTMENT OF TREASURY REGULATIONS" was adopted by the following vote:

Ayes: Chairman W. Aycock, B. Aycock, J. Daughtery, C. Gurney,
F. Hardison, & A. Williams

Noes: B. Foster

* * * * *

I, Carol Bowden, Clerk to the Board of Commissioners for the County of Wayne, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board for said County at a regular meeting held on November 16, 2021, as relates in any way to the introduction and adoption of the foregoing resolution and that said proceedings are recorded in the minutes of said Board.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said County this 16th day of November, 2021.




Clerk to the Board of Commissioners

County of Wayne
Selected Revenues/Financial Information
For the Quarter Ending September 20, 2021

Account Description	09/30/20 To-Date Actuals	09/30/21 To-Date Actuals	20-21 Revised Budget	CY-PY Difference	% of Budget
Current Real Estate Taxes	\$ (6,611,339.89)	\$ (8,246,775.96)	\$ (56,086,499.00)	\$ (1,635,436.07)	14.70%
Current Vehicle Taxes	\$ (1,860,432.29)	\$ (2,052,799.32)	\$ (7,014,743.00)	\$ (192,367.03)	29.26%
Delinquent Real Estate Taxes	\$ (335,929.30)	\$ (309,459.64)	\$ (850,000.00)	\$ 26,469.66	36.41%
Sales Taxes-Article 39	\$ (2,705,285.77)	\$ (2,900,959.88)	\$ (9,682,412.00)	\$ (195,674.11)	29.96%
Sales Taxes-Article 40	\$ (1,741,926.07)	\$ (2,149,749.92)	\$ (6,847,256.00)	\$ (407,823.85)	31.40%
Sales Taxes-Article 42	\$ (1,592,705.38)	\$ (1,782,147.70)	\$ (5,885,184.00)	\$ (189,442.32)	30.28%
Sales Taxes-Article 44	\$ (416,209.09)	\$ (447,170.58)	\$ (1,645,079.00)	\$ (30,961.49)	27.18%
Sales Taxes- Med.HoldHarmless	\$ -	\$ (394,393.26)	\$ (500,000.00)	\$ (394,393.26)	78.88%

County of Wayne
Selected Revenues/Financial Information
For the Quarter Ending September 20, 2021

		09/30/20 To-Date Actuals	09/30/21 To-Date Actuals	20-21 Revised Budget	% Used CY Budget
110	General Fund				
	TOTAL REVENUES	\$ (18,593,842.83)	\$ (25,036,340.79)	\$ (122,868,685.64)	20.38%
	TOTAL EXPENSES	\$ 26,212,959.75	\$ 34,506,491.98	\$ 123,807,991.00	27.87%
113	Sales Tax Capital Reserve Fund				
	TOTAL REVENUES	\$ (1,447,737.05)	\$ (1,844,532.42)	\$ (7,335,653.00)	25.14%
	TOTAL EXPENSES	\$ 1,447,737.05	\$ 6,134,496.42	\$ 7,335,653.00	83.63%
116	Senior Citizens Fund				
	TOTAL REVENUES	\$ (263,502.20)	\$ (285,792.55)	\$ (1,469,818.46)	19.44%
	TOTAL EXPENSES	\$ 173,259.41	\$ 196,084.26	\$ 1,471,024.95	13.33%
117	4-H Fund				
	TOTAL REVENUES	\$ (4,773.02)	\$ (17,776.45)	\$ (339,908.09)	5.23%
	TOTAL EXPENSES	\$ 19,148.48	\$ 42,342.73	\$ 339,908.09	12.46%
118	QSCB Sinking Fund				
	TOTAL REVENUES	\$ (215.57)	\$ (1,071,507.30)	\$ (1,071,428.00)	100.01%
	TOTAL EXPENSES	\$ -	\$ -	\$ 1,071,428.00	0.00%
121	Wayne Community College Fund				
	TOTAL REVENUES	\$ (1,081,635.08)	\$ (1,174,626.99)	\$ (4,542,868.00)	25.86%
	TOTAL EXPENSES	\$ 1,042,724.25	\$ 1,105,331.64	\$ 4,542,868.00	24.33%
123	Revaluation Fund				
	TOTAL REVENUES	\$ -	\$ (30,726.00)	\$ (112,638.00)	27.28%
	TOTAL EXPENSES	\$ -	\$ -	\$ 112,638.00	0.00%
126	DSS Public Assistance Fund				
	TOTAL REVENUES	\$ (4,168,542.94)	\$ (4,077,177.60)	\$ (18,638,711.00)	21.87%
	TOTAL EXPENSES	\$ 3,947,284.08	\$ 3,616,188.97	\$ 18,644,603.98	19.40%
131	Public Health Fund				
	TOTAL REVENUES	\$ (1,701,382.57)	\$ (2,879,503.71)	\$ (10,045,912.84)	28.66%
	TOTAL EXPENSES	\$ 1,803,036.81	\$ 1,805,953.13	\$ 10,125,375.49	17.84%
185	WC Schools Current Exp Fund				
	TOTAL REVENUES	\$ (5,278,923.25)	\$ (5,345,173.74)	\$ (21,380,695.00)	25.00%
	TOTAL EXPENSES	\$ 5,530,540.50	\$ 6,477,823.74	\$ 21,380,695.00	30.30%

County of Wayne
Selected Revenues/Financial Information
For the Quarter Ending September 20, 2021

		09/30/20 To-Date	09/30/21 To-Date	20-21 Revised	% Used CY
		Actuals	Actuals	Budget	Budget
186	WC Schools Capital Exp Fund				
TOTAL REVENUES		\$ (1,447,737.05)	\$ (1,844,532.42)	\$ (2,407,319.00)	76.62%
TOTAL EXPENSES		\$ 925,147.41	\$ 1,176,838.51	\$ 2,407,319.00	48.89%
215	American Rescue Plan Fund				
TOTAL REVENUES		\$ -	\$ -	\$ 758.16	0.00%
225	Emergency Telephone Sys Fund				
TOTAL REVENUES		\$ (106,562.31)	\$ (28,217.21)	\$ (205,876.00)	13.71%
TOTAL EXPENSES		\$ 18,097.36	\$ 22,904.16	\$ 205,876.00	11.13%
233	Fire Districts Fund				
TOTAL REVENUES		\$ (981,059.79)	\$ (1,117,761.26)	\$ (5,242,256.65)	21.32%
TOTAL EXPENSES		\$ 86,023.61	\$ 873,946.14	\$ 5,242,256.65	16.67%
290	Street Lights Fund				
TOTAL REVENUES		\$ (2,313.48)	\$ (2,999.60)	\$ (12,900.00)	23.25%
TOTAL EXPENSES		\$ 3,254.67	\$ 3,158.82	\$ 12,900.00	24.49%
294	Street Assessments Fund				
TOTAL REVENUES		\$ (1,569.40)	\$ (1,077.13)	\$ (195,250.00)	0.55%
TOTAL EXPENSES		\$ -	\$ -	\$ 195,250.00	0.00%
624	Solid Waste Disposal Fund				
TOTAL REVENUES		\$ (1,138,584.66)	\$ (1,146,253.83)	\$ (5,162,464.00)	22.20%
TOTAL EXPENSES		\$ 1,037,995.51	\$ 1,504,364.49	\$ 5,200,134.00	28.93%
628	Sewer Fund				
TOTAL REVENUES		\$ (150,798.47)	\$ (253,389.02)	\$ (823,276.00)	30.78%
TOTAL EXPENSES		\$ 102,033.81	\$ 101,303.76	\$ 827,460.00	12.24%
632	Jetport Fund				
TOTAL REVENUES		\$ (499,349.71)	\$ (245,510.96)	\$ (6,497,354.00)	3.78%
TOTAL EXPENSES		\$ 202,433.69	\$ 284,681.36	\$ 6,498,509.73	4.38%
667	Maxwell Center Fund				
TOTAL REVENUES		\$ (472,305.28)	\$ (717,422.95)	\$ (2,764,289.00)	25.95%
TOTAL EXPENSES		\$ 207,612.16	\$ 210,663.89	\$ 2,764,289.00	7.62%
881	Workers Comp Fund				

County of Wayne
Selected Revenues/Financial Information
For the Quarter Ending September 20, 2021

		09/30/20 To-Date	09/30/21 To-Date	20-21 Revised	% Used CY
		Actuals	Actuals	Budget	Budget
TOTAL REVENUES		\$ (144,055.00)	\$ (142,350.00)	\$ (635,700.00)	22.39%
TOTAL EXPENSES		\$ 184,162.18	\$ 233,476.02	\$ 635,700.00	36.73%
884	Hospitalization Fund				
TOTAL REVENUES		\$ (2,191,482.47)	\$ (2,136,320.44)	\$ (9,882,000.00)	21.62%
TOTAL EXPENSES		\$ 2,076,273.51	\$ 2,422,608.88	\$ 9,882,000.00	24.52%
885	Fleet Management Fund				
TOTAL REVENUES		\$ (148,043.36)	\$ (105,954.88)	\$ (585,437.00)	18.10%
TOTAL EXPENSES		\$ 140,673.41	\$ 114,151.79	\$ 597,830.00	19.09%

Memorandum

To: Wayne County Board of Commissioners
From: Donna Phillips, Public Library Director
Date: November 4, 2021
Re: Memorandum of Understanding- Mobile Library Project

The purpose of this memorandum of understanding is to outline the funding sources, disbursement of monies, and terms for the purchase of a Sprinter Mobile Library from Matthews Specialty Vehicles. Funds for the vehicle will be from grant funds previously accepted, county funds previously allocated, and Wayne County Public Library Foundation Inc.

STATE OF NORTH CAROLINA

MEMORANDUM OF UNDERSTANDING

COUNTY OF WAYNE

THIS Memorandum of Understanding ("Agreement") made and entered into as of the 4th day of November, 2021 by COUNTY OF WAYNE ("County"), a body politic and corporate organized under the laws of the State of North Carolina whose address is PO Box 227, Goldsboro, NC 27533 and WAYNE COUNTY PUBLIC LIBRARY FOUNDATION, INC. ("Foundation"), a non-profit corporation organized under the laws of the State of North Carolina whose address is 1001 E. Ash Street, Goldsboro, NC 27530.

WITNESSETH

WHEREAS, the Foundation is a non-profit corporation which provides financial support to the Wayne County Public Library which is a department of the County; and

WHEREAS, the Foundation wishes to provide financial assistance to enable the County to purchase a bookmobile for use by the Wayne County Public Library as set forth herein; and

WHEREAS, the County is willing to accept the assistance as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follow:

- 1) Purpose. The Foundation agrees to provide funding to assist the County with the purchase of a Sprinter Van (the "Bookmobile") from Matthews Specialty Vehicles, Inc., a North Carolina corporation, ("Matthews") at a cost not to exceed \$191,675.00. A description of the Bookmobile and estimated cost is attached hereto and incorporated hereby reference as Exhibit A.
- 2) County Funding for Bookmobile Purchase: The County will provide a direct appropriation of \$16,675 from allocated county funding, \$50,000.00 funding from a LSTA grant and the proceeds from the sale of a surplus 2010 Chevrolet Ambulance VIN: 1GB9G5B67A1115244HAS (the total of the three sources of funds is hereinafter referred to as the "County Appropriation"). As of the date of this Agreement, the anticipated proceeds from the sale of the Chevrolet Ambulance are unknown.
- 3) Foundation Funding for Bookmobile Purchase: The Foundation will provide funding for the balance of the Bookmobile Purchase, up to \$125,000.00 (the "Foundation Appropriation"). The Foundation Appropriation shall be paid directly to the County in the form of reimbursement upon the Foundation's receipt of an invoice from the County.

- 4) Deposit for Bookmobile Order: At the time the Bookmobile is ordered, the County will disburse \$91,017.50 to Matthews, \$24,342.50 of which the Foundation shall reimburse the County.
- 5) Balance of Purchase Price: Simultaneously with the delivery of the Bookmobile to the County, the County will disburse the balance of the purchase price to Matthews. The Foundation will reimburse the County for this payment, but in no event shall the reimbursement exceed the sum of \$100,657.50.
- 6) Balance of County Appropriation: To the extent that the County Appropriation is not used for the Bookmobile purchase, it will be expended for books and equipment to be used on the Bookmobile.
- 7) Balance of Foundation Appropriation: To the extent that the Foundation Appropriation is not used for the Bookmobile purchase, it will be expended for books and equipment to be used on the Bookmobile.
- 8) Title to Bookmobile. The Bookmobile will be the property of, and titled in the name of, the County.
- 9) Bookmobile Logo. The County's logo will be displayed on the Bookmobile. In addition, a Foundation logo, as approved by the Foundation, will be prominently displayed on the Bookmobile.
- 10) Use as Bookmobile. The County will use the Bookmobile (and any replacement) as a bookmobile for ten years from the date of delivery.
- 11) Costs of Operation. During the ten year period from the date of delivery, the County will provide insurance, repairs and maintenance to the Bookmobile (and any replacement).
- 12) Replacement. During the ten year period from the date of delivery, if the Bookmobile is damaged to the extent that it cannot be repaired, the County will provide a replacement vehicle which is of equivalent value to the Bookmobile as it existed immediately prior to the damage.
- 13) Notices. Any notice required under this Agreement shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, return receipt requested, postage prepared and addressed as follows:

To County: County of Wayne Attn: County Manager PO Box 227 Goldsboro, NC 27533	To Foundation: Wayne County Public Library Foundation, Inc. Attn: Chair 1001 E. Ash Street Goldsboro, NC 27534
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- 14) Amendments. Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.
- 15) Applicable Law. This Agreement shall be governed and will be construed in accordance with the laws of the State of North Carolina. The parties agree that exclusive venue for all actions, relating in any manner to this Agreement will be in the General Court of Justice in Wayne County, North Carolina.
- 16) Entirety of Agreement. This Agreement constitutes and expresses the entire Agreement and understanding between the parties concerning the subject matter of this Agreement. This document, including exhibits, supersede all prior and contemporaneous discussion, promises, representations, Agreements, and understandings relative to the subject matter of this Contract.
- 17) Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- 18) Sovereign Immunity. County does not waive its sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- 19) Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COUNTY OF WAYNE

WAYNE PUBLIC LIBRARY
FOUNDATION, INC.

By: 
Craig Honeycutt, County Manager

By: _____
Mary H. Bartlett, Chair

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

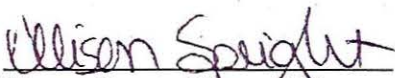
By: 
Wayne County Finance Director



EXHIBIT A

211 American Avenue Greensboro, North Carolina 27409
Toll Free: (877)905-4678 Local: (336)297-9600
www.MSVehicles.com

PROPOSAL ACCEPTANCE

Wayne County Public Library

Maegen Wilson, Assistant Director

1001 E. Ash Street Goldsboro, NC 27530

Phone: (919) 580-4014 Email: maegen.wilson@waynegov.com

HGACBuy Contract No: AM10-20

Item No: AM20PC01 MSV-CC-500, Sprinter Van.....	\$162,302.00
Specification Changes (see attached specs)	+\$18,733.00
Sub Total.....	\$181,035.00
HGAC Order Processing Charge.....	\$1,000.00
TOTAL.....	\$182,035.00

TERMS AND CONDITIONS:

1. Delivery to Goldsboro, NC and bumper-to-bumper training included
2. Our detailed proposal does not include taxes, tags, or fees
3. This proposal pricing is valid for 30-days
4. Payment terms are 50% down and balance due upon completion.
5. Vehicle estimated for completion 360+ days after the receipt of order.
6. Vehicle completion dependent on factors such as body/chassis availability, raw materials availability, and production scheduling. Vendor shall not be liable for delays resulting from circumstances or causes beyond their reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.
7. Vendor reserves the right, at its discretion, to change or modify specifications in accordance with best practice to then-current requirements under all applicable regulations for manufacturing, preparations, and processes.

CUSTOMER

Name: _____

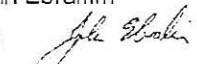
Signature: _____

Title: _____

Date: _____

MATTHEWS SPECIALTY VEHICLES

Name: John Ebrahim

Signature: 

Title: Executive Sales Assistant

Date: October 26, 2021



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SPECIFICATIONS

CHASSIS MANUFACTURER

Mercedes Benz Sprinter

CHASSIS TYPE/ MODEL

Model 3500 - 170WB EXT

MXCAE6 or approved equal

BASIC VEHICLE DIMENSIONS AND SPECIFICATIONS:

GVWR	11,030 lbs.
GCWR	15,250 lbs.
Vehicle Length	289.8 Inches
Vehicle Height	High Roof 106.8 Inches
Vehicle Width	79.7 Inches (Mirrors In)
Vehicle Width	95.5 Inches (Mirrors Out)
Rear Overhang	79.3 Inches
Cargo Width	38.5 Inches (In Wheelhouse)
Floor Width	70.1 Inches
Interior Height	77.8 Inches (Unfinished)
Ground Clearance	7.8 Inches
Wheelbase	170 Inches
Wheels	Dual Rear
Tires	LT215/85R16
Rim	5.5 X 16
Doors, Rear	Rear Doors, Opening to Sidewall, Windows
Color	White
Interior	Fabric Black/White Pattern

CONVERSION PACKAGE

AWNING

An electric awning shall be installed on the curbside of the vehicle. Fabric shall be standard gray/black.

CABINETRY – CONSTRUCTION

The use of particle board or MDF for cabinetry and walls is unacceptable. (NO EXCEPTIONS) Additionally all wood products must be completely Formaldehyde-Free, non-toxic, LEED and CARB compliant. (NO EXCEPTIONS) A copy of the OSHA 8-h, PEL for Workplace from an independent testing agency proving compliance must be provided with the bid.

All interior cabinets shall be constructed using cabinet grade, hardwood veneer plywood. Plywood shall be constructed using cross-grain and long-grain Poplar and Fir core layers, sanded to ensure maximum smoothness.

Interior cabinetry **must** be constructed from pre-engineered components produced by a CNC router, with accuracy to design of $\pm .002$ ". Component design files must be kept by the vendor for a minimum of 15 years to allow for identical field replacement should such become necessary. (NO EXCEPTIONS)

All exposed edges shall have a 3mm, hardened PVC edge band applied to ensure durability and superior



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aesthetical qualities. Banding shall be applied using AD-20, EVA Ethylene – Vinyl acetate based adhesive and using only machinery. Laminate edge banding will not be considered.

Storage cabinets will be constructed according to final floorplan.

Side-Swing Doors: All side-swing door assemblies must feature all metal, nickel plated hinge, with 110° opening angle and three-dimensional adjustment capability. Doors shall be gradual self-closing, adjusted to operate smoothly and gradually.

Upper Doors: Shall feature easy lift-up and silent self-closing door hardware, tool-less lever arms and doors capable of snapping into place and featuring three-dimensional cam adjustments for precise positioning and tension settings.

All latches shall be locking flush mounted Southco or approved equal.

Customer shall choose from manufacturer's selection of colors during preconstruction process.

CEILING

Ceiling, Headliner, Smooth, white FRP. Ceiling will be covered with 1/2" plywood then covered with .075" FRP panel. Ceiling will be covered with one continuous sheet and no seams will be allowed.

DELIVERY AND TRAINING

A trained driver shall deliver vehicle. Representative will train staff on vehicle, bumper to bumper. Staff members shall be trained to operate every component on bookmobile and train other staff, if necessary.

BODE DOOR

A 38" x 80" dual panel passenger/patron side door with step well, clear full-height glass, electric powered and outward opening shall be installed on the curbside of the vehicle. A manual emergency release and all operational switches for the door to be operational from outside as well as inside. A master dash switch will be provided to disable the exterior switch.

The step well at the lower entry surface shall be finished with rubber step treads.

Interior horizontal grab rail will be installed on the left side of the stepwell to aid in entry and egress of the mobile unit.

ELECTRICAL SYSTEM

AC Electrical System: Shall be a 120vAC system rated for anticipated conversion load, including a 120vAC distribution panel configured with UL listed circuit breakers with LED indicator lights.

System shall be wired using UL approved, tinned copper multi-stranded boat cable. All wiring shall be color-coded: black=hot, white=neutral and green=ground. Additionally, wiring shall be labeled with machine generated, self-laminating labels, listing circuit number and/or designation at all termination points. All wiring shall adhere to applicable NEC and FMVSS regulations.

Wiring shall be supported on 20" to 24" centers with insulated, non-conductive clamps. Wire bundles shall be tied with trimmed nylon ties. Extreme care shall be taken to prevent chafing, abrasion, and exposure to high heat. Wiring run in external areas shall be encased in conduit to further protect against damage.

A 4.5kw PTO generator will be installed utilizing an additional alternator connected to the vehicle engine. This will provide 120vAC power to the distribution panel, while the vehicle engine is running.



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- Two (2) interior duplex outlets shall be installed per the vehicle's final floor plan.
- One (1) exterior duplex outlet with weather resistant cover shall be installed per the vehicle's final floor plan.

DC Electrical System:

Shall be a 12VDC negative ground system rated for anticipated conversion load. System shall include 12VDC distribution panel(s) using ATC fuses & Type 3 manual reset circuit breakers.

All added circuits shall be protected from over current by circuit breakers & fuses rated for a minimum of 125% of anticipated load. Circuit breaker functions shall be clearly designated by printed labels. Wiring shall be labeled with machine-generated, self-laminating labels, listing circuit number and/or designation at all termination points.

Auxiliary battery system shall include one 12AH battery located in engine compartment under the hood. Charging system shall include automatic battery bank merging and isolation, to allow vehicle alternator to charge both starting & auxiliary batteries yet isolate the auxiliary battery when vehicle engine is not running, to prevent depletion of the starter battery.

Wiring Requirements:

All battery cabling shall utilize full-length cable runs sized to load; splices are not acceptable. Terminal ends shall be crimped with manufacturer recommended tooling and sealed using color-coded wrap.

All added wiring for 12VDC load runs shall be AWG 8, 10, 12, and 14, and conform to MIL-W-1678D type D. Wire terminals used shall conform to MIL-T-7928. Terminals shall be insulated with insulation grip, Type II, Class 2, and crimped with tooling recommended by manufacturer.

All wiring shall be supported on 20" to 24" centers and bundles shall be tied with trimmed nylon ties. Entire system shall be installed to modern US automotive standards using best practices available at time of installation. Plastic grommets and/or dielectric sealants shall be used to protect wiring and/or looms where they pass through sheet metal, bulkheads, or structural supports. Convoluted polyethylene tubing shall be used to protect against chafing and abrasion where required. Extreme care shall be exercised to provide for easy serviceability of the system in future years.

Extreme care shall be taken to avoid the engine manifold, engine exhaust, muffler, or any high-heat items that may subject the wiring to severe overheating during long periods of operation. These shall be the minimum acceptable wiring standards.

FLOOR COVERING

Commercial-grade PVC or Vinyl floor covering to cover floors and wheelwells. Customer will choose from manufacturer's selection of colors during preconstruction process.

FLOORPLAN

Custom floor plan designed and engineered using Computer Aided Drafting (CAD) technology. Floor plan will be provided on Size B paper and designed in 3/8" scale. (D size 1/2" scale also available).

GRAPHICS, FULL WRAP

Full wrap vinyl graphics package includes approximately full coverage both sides, front and back covered with vinyl graphics and lettering. Graphics will be 3M-vinyl wrap package and will cover all windows with a perforated see-through vinyl. The front cab area windows cannot be covered due to DOT regulations. The



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roof is not covered and shall remain OEM color.

HVAC

Air Conditioning:

One (1) 13,500 BTU roof mounted Coleman air conditioner, 110 volts. Roof sections shall be reinforced where air conditioner is to be mounted. A remote thermostat shall be installed to control AC Unit.

Heater:

One (1) 1,000-watt wall or ceiling heater with a remote thermostat shall be installed per the vehicle's final floor plan.

One (1) Kozy legs heater shall be installed under the workstation/desk.

INSULATION

Ceiling, sides and rear panels shall be insulated with custom fit insulation kit. It is manufactured 100% of backside surface adhesive not strips, for ease of installation without the mess and fuss of spray adhesives. Overall thickness is 3/8" +/- consisting of 2 closed cell sections laminated to an aluminum center foil to maintain shape and van skin contour. It has an R-value rating of 38-R at ambient external temperature of 80F. Reduces road noise, reduces exhaust harmonic, stops body panel vibration, eliminates mechanical noise, stops audio system vibration, and reduces radian and reflective heat.

INTERIOR LAYOUT

The interior will be laid out according to final floor plan and will include the following:

- Desk/Workstation located behind driver's seat
 - Driver's seat shall swivel to desk/workstation
 - Drawer
 - Countertop grommet for wire-management to duplex outlet below work surface
 - Upper cabinet for storage with undercabinet task lighting
- Wire Entry, Vehicle Control panel with ventilated storage cabinet below
 - Three-tiered clear literature rack
- Side panel
 - coat hook
- ACORE® Shelving
 - An aluminum shelving system shall be supplied and installed. Shelving components shall be powder coated after assembly where possible using coatings containing no lead or lead products. All components shall be constructed from superior grade lightweight materials and be built to withstand the unique stresses imposed by a mobile environment. All shelving running along the sidewalls of the vehicle shall tilt back 15 degrees.
 - Shelving is anticipated to be a combination of 7" and 9" depths.
 - Four (4) single sided cart shall be provided with book cart wall security device
- L-Track recessed in floor with (2) 12' straps per the vehicle's final layout.

LEVELING SYSTEM

Quadra heavy-duty fully automatic one-touch leveling system. The system shall use two-way straight acting jacks. Individual power units are attached to each individual jack.

LIGHTING, INTERIOR

12-volt 6" LED light fixtures shall be installed throughout vehicle.

12-volt 4" LED undercabinet task lights shall be installed.



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Location of lights shall be determined during preconstruction process.

LIGHTING, EXTERIOR

One (1) LED scene lights shall be installed.

Location of lights shall be determined during preconstruction process.

PAINT

Vehicle comes with factory color base white.

SAFETY/SECURITY

One (1) carbon monoxide detector

One (1) smoke detector

One (1) 5 lb. fire extinguisher

One (1) first aid kit

One (1) set of triangle flares

Audible alarm system with door sensors

SHORELINE CORD

30-amp heavy-duty rubber covered 120-volt, 25ft. shoreline cord with Hubbel Twistlock inlet. Shorecord inlet shall be located on the rear driver's side of the mobile unit. An interior shorecord hook shall be included.

WALLS

½" cabinet grade plywood finished with Natural wood maple or oak finish.

WHEELCHAIR LIFT

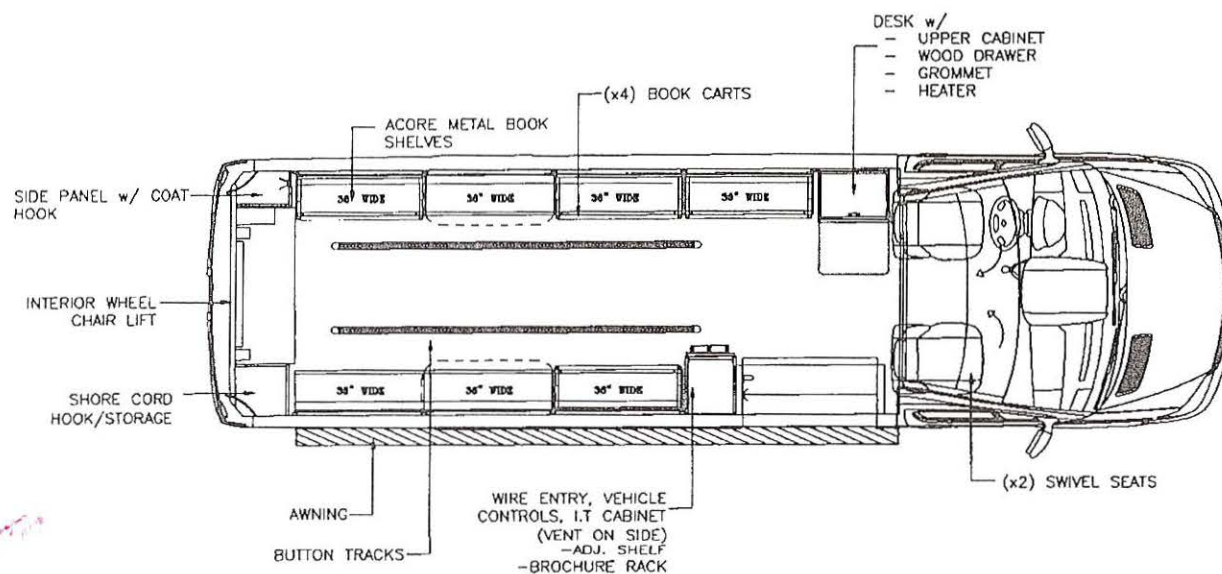
Braun interior lift shall be installed at rear doors.

WIFI PACKAGE, BR1

The following wireless equipment (or approved equal) installed according to final floorplan:

Wi-Fi:

- Peplink MAX BR1 Mini LTEA (Americas/EMEA)
- Wilson 556249 Signal 4G Repeater Kit AKA Weboost
- Mobile Mark LT401-CCJC-W240 Multi-band MIMO-LTE/Wi-Fi/GPS Antenna
- One (1) CAT 6 outlet shall be installed at desk and terminate to a central patch panel in the ventilated IT cabinet



NOTES

- WIFI PACKAGE
- FULL WARP GRAPHIC PACKAGE

PLAN VIEW

PRELIMINARY CONCEPT DRAWING
THIS DRAWING IS FOR QUOTE PURPOSES ONLY.
ENGINEERING INTERVENTION IS NECESSARY FOR
FINAL LAYOUT BEFORE PRODUCTION BEGINS.

- ☐ Approved as drawn with NO changes
☐ Approved as drawn with noted changes

Signature _____ Date _____

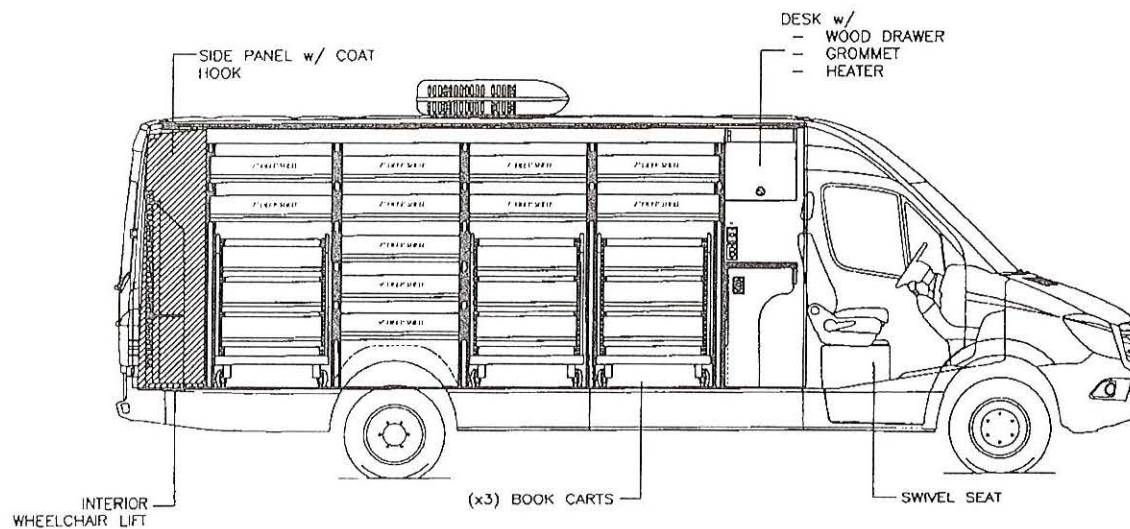
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SHELL: SPRINTER		DRAWING NUMBER: BID DRAWING	
REQUESTED BY: J. EBRAHIM	DATE: 10/22/2021	SCALE: 3/8" = 1' 0"	REVISION DATE:
PROPRIETARY DRAWINGS THE VEHICLE DEPICTED FOR CONSTRUCTION IN THESE DRAWINGS IS THE PROPERTY OF MATTHEWS SPECIALTY VEHICLES AND NOT TO BE USED FOR ANY OTHER CONSTRUCTION.			

Sheet:

1



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DRIVER INTERIOR VIEW

- ☐ Approved as drawn with NO changes
☐ Approved as drawn with noted changes

Signature _____

Date _____

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VEHICLE:
SPRINTERREQUESTED BY:
J. EBRAHIMDATE:
10/22/2021

REVISION:

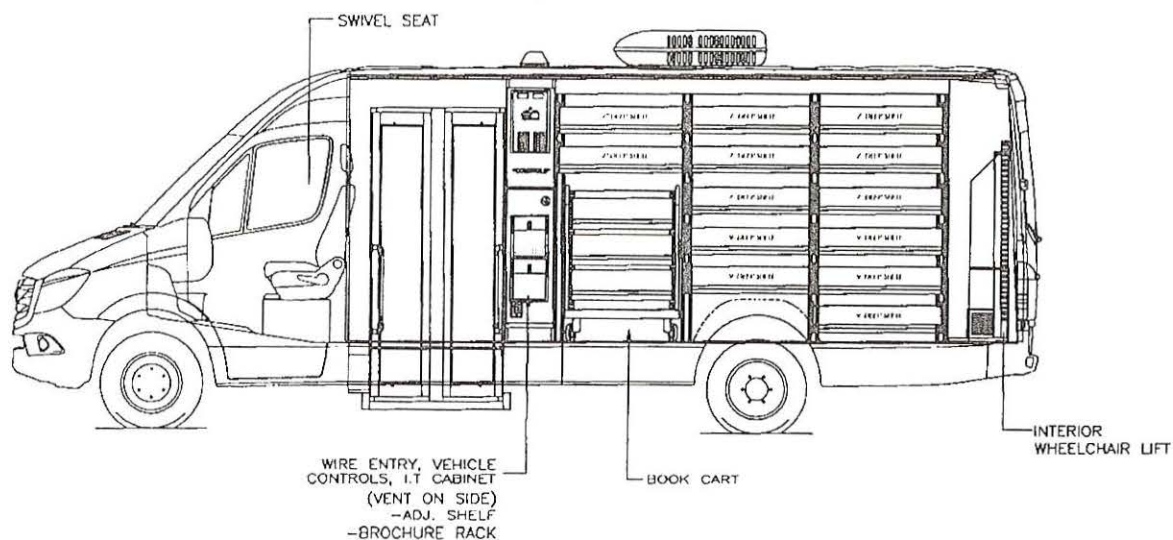
DRAWING CLASS:
BID DRAWINGSCALE:
3/8" = 1' 0"

REVISION DATE:

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PASSENGER INTERIOR VIEW

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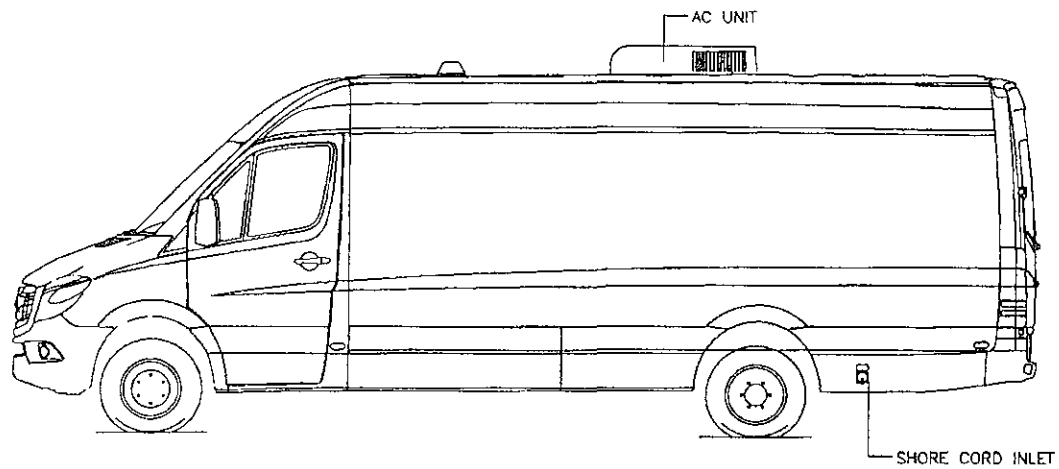
211 AMERICAN AVE.
GREENSBORO, NC 27409
1-877-467-4139
www.matthews-iv.com

SHELL SPRINTER		DRAWING NUMBER BID DRAWING	
REQUESTED BY J. EBRAHIM	DATE 10/22/2021	SCALE 3/8" = 1' 0"	REVISION DATE
REVISION			

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DRIVER EXTERIOR VIEW

- ☐ Approved as drawn with NO changes
☐ Approved as drawn with noted changes

Signature _____ Date _____

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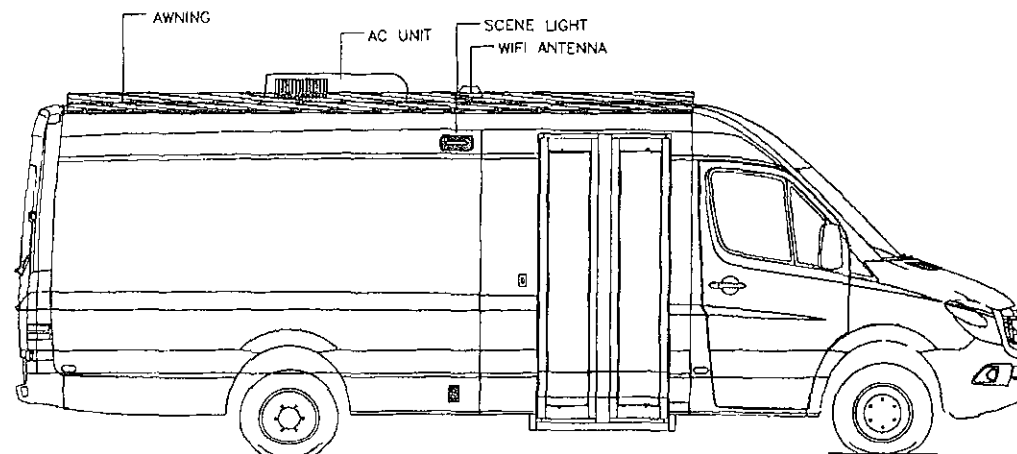
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VEH: SPRINTER		DRAWING NUMBER: BID DRAWING	
DESIGNED BY: J. EGRAHIM	DATE: 10/22/2021	SCALE: 3/8" = 1' 0"	REVISION DATE:
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PASSENGER EXTERIOR VIEW

- ☐ Approved as drawn with NO changes
☐ Approved as drawn with noted changes

Signature _____

Date _____

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VEHICLE:
SPRINTER

DESIGNED BY:
J. EBRAHIM

DATE:
10/22/2021

REVISION:

DRAWING NUMBER:

BID DRAWING

SCALE:

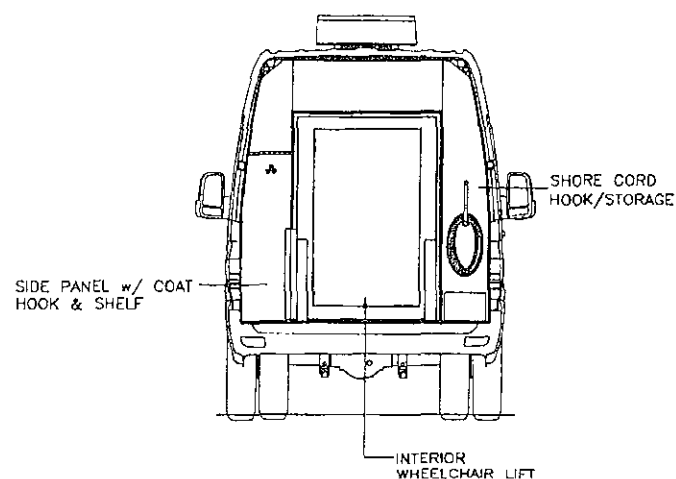
3/8" = 1' 0"

REVISION DATE:

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PRELIMINARY CONCEPT DRAWING
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DETAILED VIEW

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Signature _____ Date _____

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REQUESTED BY: J. EBRAHIM	DATE: 10/22/2021	BUILD: 3/8" = 1' 0"	
REVISION:		REVISION DATE:	
PROPRIETARY DRAWINGS THE VEHICLE DEPICTED FOR CONSTRUCTION IN THESE DRAWINGS IS THE PROPERTY OF MATTHEWS SPECIALTY VEHICLES AND NOT TO BE USED FOR ANY OTHER CONSTRUCTION.			

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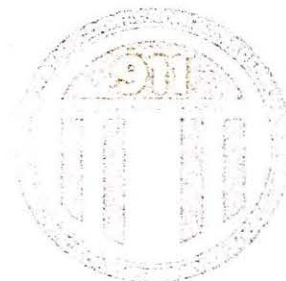
6

Wayne County 911



Memorandum

To: Wayne County Board of Commissioners
CC: Craig Honeycutt, County Manager
From: Chris Barnes, 911 Communications Manager
Date: November 5, 2021
Re: ONESolution CAD Contract



After discussions between 911, Sheriff's Office, County IT and County Management; 911 was asked to explore the opportunity for purchasing ONESolution Computer Aided Dispatch (CAD) software from CentralSquare Technologies. Wayne County Sheriff's Department currently utilizes this vendor for their Records Management System (RMS) software, Jail Management System (JMS) software and Mobile Field Reporting capabilities.

A proposed contract for the purchase of new CAD software for the 911 Center has been submitted for review to the County Attorney. Additionally, a copy of the quote has been sent to the NC 911 Board in order to determine how much of our 911 restricted funding may be utilized for this purchase.

We are asking for approval of this contract to be contingent upon the following conditions. County Attorney approval of the proposed contract. 911 Board approval of funding for this purchase to be utilized from our Emergency Telephone System Fund (ETSF) balance and use of previously allocated county funding to be confirmed by the Finance Director. In the event that the two identified funding sources do not cover the costs of the project, Staff will develop alternative funding options for the Board's consideration.

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **Wayne County Sheriff's Department, North Carolina** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	Wayne County Sheriff's Department, NC
1000 Business Center Dr. Lake Mary, FL 32746	207 E. Chestnut Street Goldsboro, NC 27533
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

1. **Solution: OneSolution CAD**

2. **Term.**

- 2.1. **Initial Term.** The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. **Renewal Term.** This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. **Non-Renewal.** Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. **Fees.** In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.

- 4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. "**Component System**" means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. "**Custom Modification**" means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare-generated specification, but without any other changes whatsoever by any Person.
- 4.8. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 4.10. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. "**Enhancements**" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. "**Harmful Code**" means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. "**Maintenance**" means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.15. "**New Releases**" means new editions of a Baseline Component System or Custom Modification.
- 4.16. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 4.19. **"Representatives"** means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"CentralSquare Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.
- 4.21. **"Solutions"** means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

5. License, Access & Services and Audit.

- 5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution.
- 5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**
- 5.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.4. Audit. Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.
- 5.5. Service and System Control. Except as otherwise expressly provided in this Agreement:
 - 5.5.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and

- 5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 5.6. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.7. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
- 5.7.1. software, or media on which provided, that is modified or damaged by Customer or third-party;
 - 5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
 - 5.7.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare;
 - 5.7.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;
 - 5.7.5. the operation of, or access to, Customer's or a third-party's system, materials or network;
 - 5.7.6. any relocation of the Solution other than by CentralSquare personnel;
 - 5.7.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;
 - 5.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.8. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
- 5.9. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare's services to its customers, the competitive strength of or market for CentralSquare's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.10. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").
- 5.11. Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare, in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare

may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

6. Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

8. Professional Services.

- 8.1. Compliance with Customer Policies. While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements,

works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

9. **Confidentiality.** Confidential Information. Each Party possesses certain non-public proprietary information, which has economic value and is protected with reasonable safeguards to maintain its secrecy ("**Confidential Information**"). Confidential Information may include, but is not limited to any financial data, business and other plans, specifications, equipment designs, electronic configurations, design information, product architecture algorithms, quality assurance plans, inventions (whether or not the subject of pending patent applications), ideas, discoveries, formulae, models, requirements, standards, trade and manufacturing secrets, drawings, samples, devices, demonstrations, technical information, as well as any and all intellectual and industrial property rights contained therein or in relation thereto. CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired. Confidential Information will be disclosed either: (i) in writing and conspicuously marked with a restrictive legend identifying it as being a Party's Confidential Information; or (ii) orally or visually and identified at the time of disclosure as Confidential Information and subsequently confirmed in writing by the disclosing Party within fifteen (15) days after such disclosure specifically identifying that portion of information that is Confidential Information. Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.
- 9.1. Compelled Disclosures. If either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section 3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 9.2. Upon expiration or termination of this Agreement, or upon demand by CentralSquare, Customer shall (i) return to CentralSquare all copies of CentralSquare's Confidential Information in Customer's possession or under CentralSquare's control, or (ii) destroy all copies of CentralSquare's Confidential Information in Customer's possession and so certify such destruction to CentralSquare in writing. Notwithstanding the foregoing, Customer may retain data or records in electronic form containing Confidential Information for the purposes of backup, recovery, contingency planning, or business continuity planning, so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business and are not accessed except as required by Customer only for backup, recovery, contingency planning, or business continuity purposes.
10. **Security.**
 - 10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
 - 10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
 - 10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

11. Personal Data. If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 11.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

12.1. **LIMITED WARRANTY.** CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.

12.2. **DISCLAIMER OF WARRANTY.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

13. Notices. All notices and other communications required or permitted under this Agreement must be in

writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to **CentralSquare**
CentralSquare : **1000 Business Center Dr.**
Lake Mary, FL 32746
Phone: 407-304-3235 email: info@CentralSquare.com
Attention: Senior Counsel / Contracts Department

If to Customer: **Wayne County Sheriff's Department**
[INSERT CUSTOMER ADDRESS]
[ADDRESS LINE 2]
Phone: *customer to supply email: *customer to supply
Attention: *customer to supply POC

14. Force Majeure. Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

15. Indemnification.

15.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless CentralSquare from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.3. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

16. Termination. This Agreement may be terminated:

- 16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.
- 17. Effect of Termination or Expiration.** On the expiration or earlier termination of this Agreement:
- 17.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and
- 17.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.
- 18. Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.
- 19. Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.
- 19.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.
- 19.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).
- 19.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 19.4.
- 19.4. Mediation. Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.
- 19.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 19.6. Litigation or Arbitration as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party must commence binding arbitration in accordance with the provisions of 19.7 and 19.8.
- 19.7. Arbitration. The Parties agree that any dispute, controversy, or claim arising out of or related to the Employee's employment with the Company or termination of employment, this Agreement, or any alleged breach of this Agreement shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration to be held in Florida. Parties agree to hold the deliberations in such arbitration confidential.
- 19.8. Arbitration Procedure. The Parties agree arbitration must be commenced by delivering a notice of arbitration to the other Party. The Notice must set out the nature of the claim(s), and the relief requested. Within thirty (30) days of the receipt of the notice, the receiving Party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The Parties shall confer in good faith to attempt to agree upon a suitable

arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association's employment arbitration panel for the area. The arbitrator shall decide the procedures in the arbitration after consultation with the Parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The decision of the arbitrator shall be final and binding upon the Parties hereto. The Parties agree that judgment may be entered upon the award by any court having jurisdiction.

- 20. Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- 21. LIABILITY.** NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:
 - 21.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND
 - 21.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE MONTHS.
- 22. Third-Party Materials.** CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
- 23. Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.
- 24. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 26. Material Adverse Change.** If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this

Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

27. Cooperative Purchases. This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

28. Order of Precedence.

28.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

28.1.1. The main body of this Agreement and any associated amendments or change orders.

28.1.2. The attached Exhibits to this Agreement.

28.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.

Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

28.2. Incorporated Exhibits to this Agreement:

Exhibit 1 – Project Cost Summary

Exhibit 2 - Maintenance & Support Standards

Exhibit 3 – Travel Expense Guidelines

Exhibit 4 – Insurance Requirements

Exhibit 5 – Scope of Work

EXHIBIT 1
Project Cost Summary

SOFTWARE**ONESOLUTION CAD (911 FUNDING)**

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
ONESolution AVL Server Host License License Fee	1	24,100.00	- 2,892.00	21,208.00
ONESolution CAD Client AVL License License Fee	13	1,500.00	- 2,340.00	17,160.00
ONESolution CAD Console License License Fee	13	6,500.00	- 10,140.00	74,360.00
ONESolution CAD Map Display & Map Maintenance Software License License Fee	13	2,000.00	- 3,120.00	22,880.00
ONESolution CAD Resource Monitor Display License With Maps License Fee	13	1,500.00	- 2,340.00	17,160.00
ONESolution Computer-Aided Dispatch System Enterprise License Upgrade License Fee	1	0.00	- 0.00	0.00
ONESolution Computer-Aided Dispatch System License Fee	1	12,987.00	- 1,558.44	11,428.56
ONESolution Medical ProQA/Paramount Interface License Fee	1	6,500.00	- 780.00	5,720.00
ONESolution NEXTGEN911 Interface License Fee	1	10,000.00	- 1,200.00	8,800.00
ONESolution Pagegate Interface License Fee	1	1,000.00	- 120.00	880.00
ONESolution Rip & Run Printing/Faxing License Fee	1	5,850.00	- 702.00	5,148.00
ONESolution State/NCIC Messaging Software License Fee	1	13,500.00	- 1,620.00	11,880.00
Software Subtotal				223,437.00 USD
Discount				- 26,812.44 USD
Software				
Total				196,624.56 USD

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare's then-current list price rates for the services at issue.

ONESOLUTION MCT (911 FUNDING)

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
ONESolution MCT Client AVL License License Fee	250	100.00	- 3,000.00	22,000.00
ONESolution MCT Client- Digital Dispatch License Fee	250	800.00	- 24,000.00	176,000.00
ONESolution Mobile Server Software License Fee	1	55,000.00	- 6,600.00	48,400.00
ONESolution Mobile Server Software Site License Upgrade License Fee	1	0.00	- 0.00	0.00
Software Subtotal				280,000.00 USD
Discount				- 33,600.00 USD
Software Total				246,400.00 USD

ONESOLUTION FREEDOM (911 FUNDING)

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
ONESolution Freedom Premium License Fee	100	500.00	- 6,000.00	44,000.00
ONESolution Freedom Server Software License Fee	1	3,500.00	- 420.00	3,080.00
Software Subtotal				53,500.00 USD
Discount				- 6,420.00 USD
Software Total				47,080.00 USD

ONESOLUTION CAD (COUNTY FUNDING)

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
ONESolution CAD OpCenter License Fee	1	7,000.00	- 840.00	6,160.00
ONESolution EMS Charts Interface License Fee	1	7,500.00	- 900.00	6,600.00
ONESolution ESO Solutions Fire/EMS Export Interface License Fee	1	5,500.00	- 660.00	4,840.00
ONESolution ImageTrend CAD ExportInterface License Fee	1	8,500.00	- 1,020.00	7,480.00
ONESolution Shotspotter Interface License Fee	1	25,000.00	- 3,000.00	22,000.00
Rapid Portal License Fee	1	7,500.00	- 900.00	6,600.00
Software Subtotal				61,000.00 USD
Discount				- 7,320.00 USD
Software Total				53,680.00 USD

FTO (911 FUNDING)

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Field Training Online Annual Subscription Fee	1	7,500.00	7,500.00
Software Total			7,500.00 USD

SOFTWARE SUMMARY

Software Subtotal	625,437.00 USD
Software Discount	- 74,152.44 USD
Software Total	551,284.56 USD

SERVICES**ONESOLUTION IMPLEMENTATION SERVICES (911 FUNDING)**

DESCRIPTION	TOTAL
Public Safety Consulting Services - Fixed Fee	15,600.00
Public Safety Consulting Services - Fixed Fee (Staff Travel)	6,240.00
Public Safety Data Conversion Services - As Incurred	15,660.00
Public Safety Project Management Services - Fixed Fee	31,980.00
Public Safety Technical Services - Fixed Fee	88,920.00
Public Safety Technical Services - Fixed Fee (Staff Travel)	15,600.00
Public Safety Training Services - Fixed Fee	36,270.00
Public Safety Training Services - Fixed Fee (Staff Travel)	6,240.00
Public Safety Travel & Living Expenses Estimate	16,775.00
Services Subtotal	233,285.00 USD
Discount	- 47,176.84 USD
Services Total	186,108.16 USD

SERVICES SUMMARY

Services Subtotal	233,285.00 USD
Services Discount	- 47,176.84 USD
Services Total	186,108.16 USD

PROJECT SUMMARY

Software Subtotal	625,437.00 USD
Services Subtotal	233,285.00 USD
Subtotal	858,722.00 USD

Discount

- 121,329.28 USD

Project Total

737,392.72 USD

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	123,587.40
FIRST YEAR SUBSCRIPTION TOTAL	7,500.00

PAYMENT TERMS: This list represents ALL potential terms, thus majority of these terms are removed to tailor to each deal, and only applicable terms to that deal remain. Highlight indicates when term will apply versus another in a given situation

ONE TIME FEES

- a. CentralSquare License Fees are due: 100% on the Execution Date.
- b. CentralSquare Professional Services Fees are due as follows: Data Conversion Services are due as incurred on a time and materials basis and invoiced regularly. All other Professional Services are fixed fees and shall be due 50% upon the Execution Date and 50% upon Go-Live.

RECURRING FEES

- c. The Annual Subscription Fees are due 100% on the Execution Date, and annually thereafter on the anniversary of the Execution Date. Beginning in Year Two, the Annual Subscription Fees are subject to an annual increase not to exceed 5%.
- d. Annual Support & Maintenance Fees (Option 1: for net new customers/setups) are included with License Fees for the First Year. They are due one (1) year from the Execution Date and annually thereafter on the anniversary of the Execution Date. Subsequent year Annual Support & Maintenance Fees are subject to an annual increase not to exceed 5%.

ANCILLARY FEES

- e. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
- f. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- g. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2

Support Standards

- I. Support Hours: Hours During Which CentralSquare's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").
- II. Targeted Response Times.**
 "Notification" means a communication to CentralSquare's help desk by means of: (i) CentralSquare's web helpline; or (ii) the placement of a telephone call.
- III. Support Terms.**
 Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term**"), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term**"). This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Support Term.

With respect to CentralSquare's support obligations, CentralSquare will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable CentralSquare "Telephone Support" hour occurring after CentralSquare's receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning the Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, CentralSquare has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning CentralSquare's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two hours of the issue being reported and a resolution planned within five (5) days.	
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning the Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	A resolution plan will detail the steps necessary to understand and possibly resolve the issue.
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issue being reported.	

Response timing is measured from the moment a Case number is created. As used herein a "Case number" is created when a) CentralSquare's support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a CentralSquare approved remote access Customer so that CentralSquare can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for CentralSquare staff and each session participant.

EXHIBIT 3

Travel Expense Guidelines

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

EXHIBIT 4

CentralSquare's Insurance Coverages

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for CentralSquare or around CentralSquare's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

EXHIBIT 5

Scope of Work

Overview

This document contains the proposed approach and Statement of Work (SOW) for the provisioning and deployment of the software and services for the implementation of a public safety software system for the Wayne County Communications, NC (Customer). CentralSquare LLC (CentralSquare) will assist the Customer with implementation of the selected CentralSquare solution.

Listed in the CentralSquare Order for software licenses and services (the "Order") are purchased applications, modules, and interfaces. Any products, interfaces, custom modifications, or services not included in the associated Order, will be governed by the Change Management Process section in this SOW. Also, this SOW will govern any separate and additional SOWs, based on appropriate review, analysis, and approval between CentralSquare and the Customer.

This SOW defines the scope of services agreed upon by CentralSquare and the Customer, as well as establishes responsibilities for each party related to the services proposed following execution of the Order. The Customer agrees that CentralSquare will provide the services as described under this SOW at the cost and terms listed in the Order.

Project Assumptions

- CentralSquare is implementing a Commercially Available Off-the-Shelf (COTS) solution.
- Any specific customizations are defined in the Order; and, customizations will necessitate separate requirements documentation (to be developed post contract execution).
- Customer and CentralSquare expect that this SOW may be modified from time to time as mutually agreed, given that CentralSquare may be provided or may obtain a more thorough understanding of Customer's existing policies, practices, and operations through the post-contract planning and discovery process.
- Customer and CentralSquare will jointly develop the detailed and fully integrated project plan and schedule. Any significant or material changes to the project, once the project plan is finalized, will follow the Change Management Process as described herein.
- The proposed project services include project management, installation, implementation, training, consulting, and other services work necessary to complete the project as described in this SOW and representing a best good faith estimate based on knowledge at time of the Order. For each CentralSquare services task, CentralSquare will assign a team member to provide the services, using up to the proposed total hours to complete the task. The Change Management Process, as described within this SOW, accommodates any need for additional services to complete a services task. This may include reallocating services, or providing an additional number of services hours, as determined, and mutually agreed upon by the Customer and CentralSquare.
- The Customer will form a Project Team and will make their Project Team members available for meetings; consulting and training sessions; discussions and conference calls; and, other related project tasks or events requested by CentralSquare, or as indicated in the project plan. The Customer Project Team members will respond to information requests from CentralSquare staff in a timely manner as to minimize delays in the project.
- The Customer will designate a representative as the Project Team's Project Manager. The Project Manager will be the primary point of contact for project coordination throughout the project.

- The Customer will provide adequate breakout and conference space, as well as an adequate workspace for each onsite CentralSquare consultant, with access to network, Wi-Fi, telephone, and close proximity to the Customer Project Team.
- Customer will provide adequate training space and computers for the scheduled training throughout the project. The training spaces will include fully functioning networked computers, meeting therequired CentralSquare hardware standards. CentralSquare may consider alternative meeting options such as WebEx, video conferencing, remote desktop, and conference calls when appropriate.
- The Customer may obtain the services of an additional consultant to provide project review, advice, and consultation at their own cost. CentralSquare will make every attempt to cooperate with the efforts of this consultant within the context of Customer's participation, deliverable review, and approval timeframes identified within this SOW and the Order.
- Both the Customer and CentralSquare will furnish resources with appropriate skills and experience to handle the roles and responsibility described in this SOW.
- CentralSquare is not responsible for quality of Customer's legacy data or for the correction or resolution of data quality issues unless previously agreed upon.
- Customer will make resources available to assist as needed to fulfill the responsibilities herein.

Summary of Tasks and Deliverables

Task No.	Description	Deliverables
1	Project Management	• Integrated project schedule • Status Reports, on going • Communication Plan • Risk Management and Issue Resolution Logs • Project Reporting Guidelines
2	Kick Off	• Agenda and Minutes • Baseline Schedule
3	Workflow Discovery	• Workflow Discovery Agenda • Workflow Document and Debrief • As needed, Custom Modification Requirements
4	Map Analysis and Geo-File Generation	• Map Audits (limit to 3) and debrief • Services and direction in refining centerline data, maps, polygons, and layers
5	Installation and Configuration	• Hardware Installation/Configuration • Software Installation • Interface description, ranking, and installation
6	Data Conversion	• Conversion Requirements Documentation • Converted Data
7	Quality Assurance Testing	• Testing Checklist • System Integration Testing Results Report
8	Training	• Training Materials (both in hardcopy and electronic format) • Training Outlines • Quick Reference Guides
9	Mock Go Live	• Go-Live Plan, Draft
10	Go-Live and Go-Live Support	• Go-Live Plan, Final • Action Tracker • Issue Log
11	Transition to Product Support	• Support Playbook • Presentation, Official Handoff Discussion

Scope of Services

Task 1: Project Management

Implementation Methodology

The implementation, conducted by a cross-functional team of consultants from several departments within CentralSquare's Professional Services led by the assigned Project Manager, follow a five-phase approach. Based on the Project Management Institute (PMI) Body of Knowledge (PMBOK, <http://www.pmi.org>), each phase features critical service delivery events and other elements that ensure consistent, predictable results.

The high-level phases include:

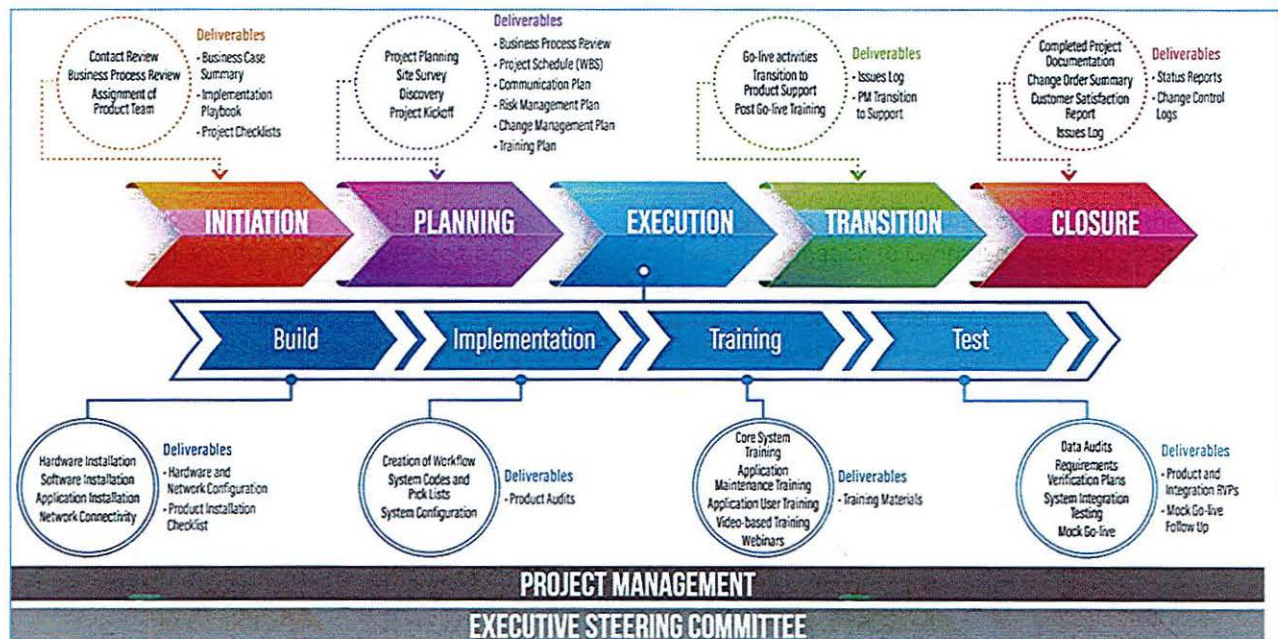
Initiation – internal knowledge transfer, due diligence (e.g., contract review with Customer)

Planning – determination of required work, effort, and timelines. Key milestones during this phase include review of the executed contract with the project team, presentation and review of the project plan, review of requirements documentation, and development of a communication plan to establish frequency of project status meetings and reports.

Execution – active phase of implementation including core services related to four primary areas: installation, implementation, testing, and training. This phase may also contain any data conversion requirement and customizations to CentralSquare's applications.

Transition – includes both the Go-Live activities that transition Customer from their old system to their new system and the initial knowledge transfer of the Customer's information to CentralSquare Support Staff.

Closure – verification of deliverables and complete the transition of Customer to CentralSquare Product Support and the Customer Success Executive (CSE).



Project Governance

The following provides an overview of roles and responsibilities for both the Customer and CentralSquare. CentralSquare's recommendations, listed below, have been formulated from experience with hundreds of implementations through various organizations. Final responsibilities and team members are identified during the Planning Phase of the implementation. It is very important to the success of the project to elect personnel with decision making authority to these various roles and boards that will remain with the project until its completion.

Customer Project Team

The functions described below do not necessarily require multiple members but should be considered crucial to an ontime and on budget delivery of the project.

Project Sponsor: The Customer's Project Sponsor provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project, and communicating the project's overall importance to their organization. The Project Sponsor will be involved in the project as needed to provide necessary support, oversight, and guidance, but may not participate in day-to-day activities. The Project Sponsor will empower the Executive Steering Committee to make critical business decisions for the organization and participate in the Change Control Board. Smaller organizations may consider these roles to be interchangeable and designate one person to lead.

Project Manager: The customer will be responsible for providing a Project Manager who will coordinate team members and the overall implementation schedule. Through coordination with the CentralSquare Project Manager, the Customer Project Manager will be responsible for reporting to the Steering Committee and/or Project Sponsor the status of the project and providing the Customer's change management communications and coaching (unless otherwise noted in this SOW). The Customer Project Manager will also be the primary point of contact for the organization in relation to this project and will coordinate all onsite CentralSquare activities with the CentralSquare Project Manager.

Project Team - Core Functional Application Owners: Project Team members will be the core functional application owners (CFAO) for each area in the system. The Project Team members should be equipped with detailed subject matter expertise and must be empowered to make appropriate business process and configuration decisions in their respective areas. The Project Team is tasked with participating in project tasks related to their functional areas described in this SOW including planning, business process analysis, configuration, documentation, testing, training, and all other required tasks. The Project Team will be responsible for and empowered to implement the new system in the best interests of the Customer consistent with the project goals, project vision, and direction from the Customer Project Manager and Executive Steering Committee.

CentralSquare Staffing

Executive Sponsor: The CentralSquare Executive Sponsor is to provide support to CentralSquare Project Managers in reporting project progress to the Executive Steering Committee as necessary. The CentralSquare Executive Sponsor will approve and sign off on any material changes to project scope and/or staffing changes.

Project Manager: CentralSquare is providing an experienced Project Manager to this project. The Project Manager will remotely assist in facilitating activities. The CentralSquare Project Manager will coordinate between all CentralSquare departments as well as provide CentralSquare staff in accordance with the agreed upon project plan. If there is an issue that could delay the project, the CentralSquare Project Manager will immediately notify the Customer Project Manager and Project Sponsor/Steering Committee. The

CentralSquare Project Manager will provide the status, tracking, and procedures for issue resolution. The CentralSquare Project Manager will also serve as the point person for all project issues and is the first escalation point. The CentralSquare Project Manager will also perform the following tasks:

- Monitor and report progress on CentralSquare's responsibilities
- Oversee the software installation completion
- Oversee the fulfillment of Go-Live dates as agreed upon in the project schedule
- Monitor the work plan and schedule and make course corrections as necessary
- Prepare regular status notes and lead project calls/meetings

Functional Leads (Consultants, Developers, and Technical resources): The CentralSquare Functional Leads can include subject matter experts, commonly referred to as "SMEs", from the various departments including training and installation for the products defined in the Order. The CentralSquare Functional Leads will work with the Customer Project Team to assist in the design and configuration of the ONESolution system for optimal long-term use.

Leading the ONESolution software configuration will be the CentralSquare Functional Leads with assistance from the Customer's Project Team. The CentralSquare Functional Leads will check that the software operates after configuration as outlined in its documentation. The CentralSquare Functional Leads will provide training on security and workflow as well as assist with set up according to this SOW. The CentralSquare Functional Leads will also perform the following tasks:

- Assist with the resolution of issues
- Train the Customer Project Team during the provisioning of the purchased solution
- Provides and assists with data conversion guides according to Customer specifications and this SOW
- Create and deliver interface programs according to Customer specification and this SOW
- Create and deliver Reports according to this SOW

The Customer and CentralSquare agree that the individuals designated in the final Project Plan are essential to the services offered pursuant to this Order. The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the nature and complexity of projects of this type. For expedient remedying of challenging issues, the Customer and CentralSquare will use the following escalation procedure.

- All communication regarding the project directed to CentralSquare's Project Manager and the Customer's Project Manager maintain consistent communication between the parties. Regularly scheduled project status meetings maintain open communication between the CentralSquare and Customer Project Manager.
- All issues or concerns are to be openly and actively discussed between CentralSquare's Project Manager and the Customer's Project Manager prior to any escalation.

Communications

Project Status Cadence Meetings

Project status cadence meetings, scheduled as determined by the CentralSquare and Customer Project Managers, establish the status of the project, achievements over a defined iterative period, risk mitigation, issue review, and assurance of awareness of upcoming activities. Continuity in the meeting schedule is critical to early intervention of risks and issues.

Project Status and Issues/Risks Reporting

In addition to the regularly scheduled Project Status Meetings, the CentralSquare Project Manager provides two key types of reports as part of the Communication Plan.

- The Project Status Report, distributed to key stakeholders at a frequency to be determined based on the needs of the Customer (typically bi-weekly or monthly), summarizes milestones completed, as well as recent and upcoming project activity.
- The Issues Log updated continually by the CentralSquare Project Manager, tracks entry and management of project issues identified by CentralSquare or the Customer. Log entries include status updates, action items, and responsibilities of both parties. Risks and issues tracking log adjustments are mutual agreements by the CentralSquare and Customer Project Manager.

Change Management Process

Either party may request changes to this project, through a Change Management Process, to which the change(s) alters the project scope. Upon completion of a Change Order, executed by both parties, an updated project schedule will be created reflecting the impact of the change(s).

The Change Management Process is as follows:

Either CentralSquare or Customer Project Manager may propose a change by submitting a written Change Order Request, clearly defining the requested change, to the other party. All Change Order Requests will be reviewed in a timely manner to avoid unnecessary delays in the project. If both parties agree to the Change Order Request, the change will become a Change Order documented and signed by both parties, reflecting impacts to both schedule and budget, and other appropriate details related to the change.

Included in the Change Request are the following:

- Actual Request – Outlining change item for team to analyze
- Request Reason – Customer impacts
- Service Acceptance – Criteria of the change was met
- Expected Completion – Delivery date and schedule impact
- Expected Value – How the change enhances the project, product, or customer experience, cost/benefit

Project Documentation

The following are standard project documents:

Deliverable	Description	Frequency	Owners
Initial Final Approved Project Schedule	Identifies tasks to be completed during the life cycle of the project including the key SOW tasks, resources, durations, milestones, and delivery dates	An updated schedule will be provided as needed	Project Managers
Training Plan with Course Descriptions and Training Materials	Describes who, what, when, where, how of training; materials to be provided, prerequisites, learning outcomes, course descriptions, durations, etc. The delivery of the training plan also includes delivery of instructional deliverables	Updated once the initial schedule is approved.	CentralSquare Consultants
Communication Plan	Describes the key project team members from CentralSquare and Customer, to the Subject Matter Experts, includes, roles and responsibilities, and contract information	Provided at Kick-off and updated as required	CentralSquare Project Manager

Go-Live Cutover Plan	Describes tasks to be handled by CentralSquare and Miami personnel during the initial cutover to live including a detailed schedule of CentralSquare personnel	A draft will be provided prior to Mock Go-Live, reviewed with the Customer and finalized for	Project Managers
Deliverable	Description	Frequency	Owners
	covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.	distribution to stakeholders.	
Status Reports	Following regular status meetings, the CentralSquare PM will provide an updated status report	Determined by Customer need during kickoff.	CentralSquare Project Manager
Risk and Issues Log	Tracks risks and issues, Assignments, progress, mitigation strategies, due dates, and other relevant information for managing risks and issues	Determined by Customer need during kickoff.	Project Managers
Proof of Delivery	Sign-off document provided with each deliverable	Upon completion of each task	Project Managers
Change Control Document	Tracks changes to project scope	Frequency of updates may vary by project phase	Project Managers
Audits	During configuration and Build assist activities, audits are performed and documented and reviewed with the configuration team	Typically, there is a cycle of 3 audits for each major product areas, the documentation will be provided during the debrief from each of these audits	CentralSquare Consultants
System Integration Test	Plans feature the required functionality to be tested Customer to provide agency-specific scenarios to test	Provided at the completion of configuration activities	CentralSquare Consultants Customer Project Team – CFAO's
Training	Training activities will occur throughout the project; remotely or onsite	Training will occur through the project as well as post go-live	CentralSquare Consultants
Project Closure Documents	The delivery of formal closing document which includes completed project artifacts outlined above, change order summary, lessons learned, recommendations, risk and issues log, customer support transition plan, description of steady state operations.	Provided at the end of the project	CentralSquare Project Manager

Task 2: Kick Off

The Kick Off Meeting starts the planning phase of the project. The purpose of the Project Kick Off Meeting is to engage in a high-level discussion of the implementation goals, approach, schedule, team member responsibilities, and Customer requirements. The Project Teams (both CentralSquare and Customer) will meet to review the contract, project requirements, final Statement of Work, and other information to begin planning out the project.

The agenda and materials require collaboration with the Customer Project Team. The meetings typically include:

- Introductions of CentralSquare and Customer Project Team members; roles and responsibilities
- Review of contract, deliverables, and objectives
- High-level overview of licensed products purchased by the Customer

- Review of key project management practices
- Review of the SOW, to include roles and responsibilities for each entity
- Workflow and Technical Discovery
- Review of the training courses included
- Discussion on specific scheduling requirements and constraints
- Review of the draft project schedule and key deliverables
- Introduce the change management function of the project

Project Schedule

During the Planning Phase of the project, after collaboration with the Customer Project Manager at the Kick Off meeting, the CentralSquare Project Manager will provide an integrated Project Schedule using a format preferred by the Customer (i.e., Microsoft Excel, PDF, MS Project, etc.). The document will include all the tasks identified herein, additional summary project activities, deliverables, and other milestones of the project.

A fully integrated Project Schedule provides the Project Teams with a clear path to Go-Live including critical path items. Identifying all critical path dependencies will allow the Project Teams to perform critical path analysis several times over the course of the project providing information to executives on the true status and progress of the project.

This schedule once reviewed and updated with feedback by the Customer Project Manager, will become the official baseline for the project. All changes will be executed according to the mutually agreed upon change control process and will be reported by the CentralSquare Project Manager at the regularly scheduled project status meetings.

The Planning Phase is considered complete when the baselined project schedule is agreed upon by all parties.

Roles and Responsibilities

CentralSquare:

- Provide project oversight and management of CentralSquare personnel (e.g., Consulting Manager, Training Team Lead) as determined by agreement by the CentralSquare and Customer Project Managers
- Provide a meeting agenda in advance and minutes/action items list after the meeting
- Prepare a draft Project Schedule with milestones and potential services dates to discuss at the Kick Off Meeting
- CentralSquare personnel participating in this task
- Project Manager
- Functional Leads

Customer:

- Participation at the Kick Off Meeting by the Customer Project Manager, Project Team/CFAO's, and other key personnel (as determined by Customer)
- Reserve appropriate meeting facility and publicize to internal team
- Active participation is required for successful planning and discover

Task 3: Workflow & Technical Discovery

The Workflow and Technical Discovery task will assist CentralSquare staff in recommending configuration options during the provisioning of the ONESolution applications and serve as a roadmap for the application configuration to be completed throughout the project implementation. Additionally, potential gaps or operational procedural changes can also be identified during this workshop to identify potential process adjustments needing to be addressed early on in the project. The CentralSquare Project Team will schedule a Workflow and Technical Discovery workshop early in the initial stages of the project.

Prior to conducting the workshop, CentralSquare project staff may request key documents, such as organizational charts, current documentation of processes as they may exist, and policy/procedures manuals. Making this information available will allow CentralSquare Functional Leads to become familiar with the Customer providing opportunities for more insightful questions around processes. The Customer Project Manager will coordinate with Customer Project Team (and other staff as necessary) to assist in gathering and distributing these requested documents.

This workshop will be structured to provide the Customer's Project Team with an overview of the CentralSquare ONESolution system, review preparations for upcoming project tasks, identify required data necessary to provision the new system, and review project roles and responsibilities. CentralSquare Functional Leads will conduct an overview demonstration of the integrated components of the new system, focusing on system logic and information flow throughout applications; and, will engage in discussions on Customer's current workflows, desired functionality, and requirements. During the workflow assessment, the CentralSquare Functional Leads will meet with the Customer's CFAO's and identified key personnel in various areas of operations to review current outputs, documents regarding Customer policies, and gather any additional information around current procedures.

The specific agenda and schedule for the workshop will be agreed to by both the CentralSquare and Customer Project Managers. The workshop will, at a minimum, begin with a general session involving the entire Customer Project Team, as well as breakout sessions with key County personnel from specific work areas. CentralSquare will document all findings during the workshop into a Workflow Discovery Report. CentralSquare will summarize the operations processes reviewed and provide recommendations for process improvement as necessary. Recommendations will focus on application configuration options consistent with CentralSquare best practices based on experience with customers with similar business practices and implementing systems of comparable size and complexity. Taking advantage of the process improvement recommendations by CentralSquare will allow the Customer to take full advantage of all functionality within the ONESolution applications as purchased under the Order.

Roles and Responsibilities

CentralSquare:

- In collaboration with the Customer's Project Manager, create and review the workshop schedule and agenda for the discovery to confirm process areas, identify participants for various meetings and observation sessions, and set the timeline for presentation of the final recommendations.
- Validate the server and storage hardware architecture for the solution
- Assess and review Customer's current workflow processes in key areas (911 operations, records and reporting, investigations, crime analysis, evidence control, case management, digital dispatch, supervisor review of reports written by patrol officers) to identify opportunities afforded by the CentralSquare system for process improvements or for process changes necessitated by the transition to the CentralSquare system.
- Present an overview of the CentralSquare public safety system.

- Provide assistance to the County's Records Division in evaluating current forms to review possible new design, modification and/or elimination of forms.
- Document recommendations for application configuration and usage in each key area of operations assessed in a Workflow Discovery Report.
- Present the results of the Workflow Discovery Report to the Customer's Project Team. Incorporate Customer feedback (questions, requests for edits) provided in writing, following the verbal presentation of the recommendations. Provide a revised Workflow Discovery Report within 10 business days of receipt of written Customer feedback.
- Conduct internal knowledge transfer within the CentralSquare Project Team to ensure that all consultants and trainers are aware of and prepared to implement the recommended application configurations.
- CentralSquare Roles participating in this task
 - Project Manager
 - Functional Leads

Customer:

- Cooperate with CentralSquare Project Manager to develop a mutually agreeable schedule and agenda for the workflow discovery. Identify appropriate County personnel to attend each scheduled meeting, interview, or observation and communicate expectations to the personnel identified.
- Provide Department requested documents within required timeframe. If a document is not available, provide alternative document/information source as a substitute.
- Ensure that identified personnel attend all scheduled meetings, interviews, and observations. If scheduling adjustments become necessary during the discovery process, discuss these needs with the CentralSquare Project Manager.
- Review recommendations in the Workflow Discovery Report and attend the scheduled presentation of the findings. Submit written questions or requests for clarification/revision to the CentralSquare Project Manager within five business days of the presentation.

Task 4: Map Analysis and Geo-file Generation

Maps are the driving force behind the ONESolution system. In addition to providing proper address verification, maps provide key information, such as agency, beat, district, and reporting area, to the telecommunicator. CentralSquare mapping products are designed to meet the needs of Public Safety organizations. In designing our mapping products, we gave special emphasis to speed, detail, accuracy, and most importantly, seamless integration with our general product line. The map and related database attributes (geofile) are key components of the system, the heart of real-time responsiveness and the basis for accurate downstream reporting. Map data integrity and design is an iterative process that is the responsibility of Customer, guided by training and consultation provided by CentralSquare.

CentralSquare provides various products and services for use during map implementation. These products and services include, but are not limited to:

- Professional consultation and guidance from professional GIS mapping consultants.
- Map software installation, configuration, and training.
- Quality assurance auditing of map data during the implementation phases. CentralSquare analyzes and reviews map data as it is completed using a unique combination of hands-on and application utilities.

Given the critical nature of map data in the ONESolution system, we have included the CAD Map Installation Guide as an addendum to this SOW.

Roles and Responsibilities

CentralSquare:

- Provide consulting services for assisting with GIS implementation consisting of creating and testing centerline data, map polygons/layers, Customer map data analysis, and other assistance/consulting, as needed.
- Provide a minimum of three map audits and data reviews during the implementation.
- CentralSquare Roles participating in this task
 - Project Manager
 - CAD Training Consultant
 - Mapping Installation Consultant

Customer:

- Provide CentralSquare with a copy of existing GIS data for review
- Provide staff familiar with the Customer's GIS data to work with CentralSquare staff on the geo-file generation process and correcting data errors identified during the implementation process
- Maintaining the accuracy of the GIS data used with the Customer ONESolution system

Task 5: Installation and Configuration

Hardware

Hardware installation encompasses all tasks necessary to prepare the Customer's application servers for loading and initial configuration of CentralSquare software and interfaces to third-party applications. Customer intends to operate the CentralSquare ONESolution system on existing hardware. All server software licensing, SQL licenses and any other network or domain requirements identified by CentralSquare as required for this project that are not specifically identified in the Order will be the Customer responsibility. CentralSquare will provide up to four days of services for server installation and set up as described below.

Roles and Responsibilities

CentralSquare:

- Installation planning with the Customer (conference calls for planning, initial discussions), including verifying that all necessary server software and hardware have been received and staged in a secure location.
- SQL Server hardware planning (storage design, memory, CPU configuration for the VM with the customer).
- SQL Server Installation and CentralSquare specific configuration on Guest and Application servers.
- Ensure proper configuration of hardware servers on Customer's network and domain.
- SecureLink installation and configuration on each server.
- Configuration of Windows settings (updates, UAC, firewall configuration, ESC, etc.).

- Initial configuration of application specific structures and permissions.
- System Administration review and knowledge transfer with Customer IT.
- Dedicated Consultant to advise on all infrastructure needs throughout course of the project.
- CentralSquare Roles participating in this task
 - Project Manager
 - Technical Services Engineer

Customer:

- Order required hardware, third-party software, devices, or components (e.g., cables, routers, or antennas) not specified in the Order as supplied by CentralSquare. All hardware must meet CentralSquare's current minimum specifications requirements.
- Prepare the customer site for server installation, including network readiness, power, and serial port requirements to be used for the CentralSquare applications.
- Cooperate and assist with installation of servers.

CentralSquare Application Software Installation

Installation services for CentralSquare applications encompass loading of all pertinent files and the initial configuration of the CentralSquare applications to activate all functionality purchased.

Roles and

Responsibilities

CentralSquare:

- Load files and perform initial configuration of all licensed CentralSquare applications, including base and add-on modules, and interfaces to third-party applications. Configuration includes activating appropriate modules, table set up, and selection of mandatory configuration settings based on combination of CentralSquare applications purchased.
- Set up training/test environment as mirror copy of the production environment.
- Set up CentralSquare applications on three to five Customer workstation computers for Customer end users knowledge building. Conduct knowledge transfer of installation/set up procedures to Customer IT staff and/or other designated personnel responsible for set up and maintenance of end user computers (4-6 people maximum) for:
 - CAD – 13 workstations
 - MCT with AVL – 250 mobile computers
- Conduct a test while to verify that CentralSquare applications have been installed and configured successfully, operating properly, and are ready to begin the implementation and configuration process.
 - *Note: Not all CentralSquare components may be ready at this point, for a full test, but a reasonable effort ensures CentralSquare components are ready for the next step in the process. CentralSquare installation services will ensure that all needed components are prepared and ready prior to conducting subsequent activities for the specific application area according to the agreed upon Project Schedule.*
- Provide Customer with installation instructions to complete the remaining installation procedures on the rest of the Customer workstations and mobile equipment.
- Install, configure, and test operation of two bar code reading devices (provided by Customer) on evidence room workstations at the time property and evidence training is to be conducted. The trainer conducting training on the Property and Evidence module provides bar code installation services.

- CentralSquare Roles participating in this task
 - Project Manager
 - Technical Services Engineer

Customer:

- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead
- Provide access to servers as required for CentralSquare Technical Lead and Application Installation Consultant to perform installation tasks
- Attend knowledge transfer sessions focusing on how to prepare workstations or mobile computers to run CentralSquare applications

Interfaces

CentralSquare will provide necessary assistance with interface setup, testing, and implementation to verify communications and basic functionality. Third party vendors are responsible for writing triggers extracting data from the CentralSquare database and exporting it to another location for import into their external system. CentralSquare agrees to answer any database/interface questions that may arise and cooperate with third-party vendors to complete interfaces as necessary.

Interface	COTS or Custom
Medical ProQA/Paramount Interface	COTS
NEXTGEN 911 Interface	COTS
PageGate Interface	COTS
State/NCIC Messaging Software	COTS
CAD to ACS Firehouse Interface	COTS
EMSCharts Interface	COTS
ESO Solutions Fire/EMS Export Interface	COTS
ImageTrend CAD Export Interface	COTS
Shotspotter Interface License	COTS
Rapid Portal	COTS

Roles and Responsibilities

CentralSquare:

- Where a CentralSquare relationship exists, work directly with CentralSquare third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced.
- Install all interfaces required for Go-Live prior to System Integration Testing.
- Training for CFAO on functionality of each interface as installed and configured.
- Provide Interface Control Documents to Customer upon request.
- Where interfaces are custom, CentralSquare will work with the third-party consultants to receive a detailed statement of work around each custom item.

Customer:

- Act as the primary point of contact with non-CentralSquare third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced.
- Provide detailed schema, protocol, query specifications, as needed, and as available per interface.
- Ensure design decisions are made conclusively and in a timely fashion.
- Provide a Customer point of contact for each interface who is knowledgeable of the workflow and data requirements.
- Review and provide written feedback on Interface Control Documents within 10 business days of delivery.

Internet Products

CentralSquare's Internet Products (producing a web-based accessible interface or portal) are implemented at an agreed upon point following base application products due to the dependency on the database connectivity and data within these base products. Login accounts are also required within CAD's database and Police to Citizen requires RMS data. Implementation of Internet products include installation, configuration, and training are primarily completed remotely.

The Customer Order include the implementation of the following CentralSquare Internet and Intranet products.

- Freedom Premium – 100 Licenses
- Field Training Online (FTO) Stand Alone
- Police-to-Police (P2P)

Roles and Responsibilities**CentralSquare:**

- Remotely install the internet products on Customer servers
- CentralSquare Roles participating in this task
 - Project Manager
 - Technical Services Engineer
 - Internet Consultant

Customer:

- Customer Project Manager collaborates with CentralSquare Project Manager to identify and schedule appropriate personnel to attend any necessary training.
- Provide internal IT support as needed for installation activities.
- Provide space and computers to accommodate web training sessions.
- Assure appropriate staff attendance, allowing focus during training activities

Task 6: Data Conversion

Legacy data conversions are a very labor-intensive process that will require open communications between the CentralSquare and Customer data conversion teams. CentralSquare's approach to data conversions can be broken down into three phases:

Phase I: Planning and Analysis

During the planning and analysis phase, Customer Project Team will provide CentralSquare with legacy data and other data documentation, such as data dictionaries to begin analyzing the Customer's historical data. The Customer will need to provide legacy data in an SQL, Microsoft Excel, Microsoft Access, or delimited flat file format. After the data is provided a conversion meeting will take place to review the process and decide on the type of conversion desired (archive, production, hybrid).

Phase II: Module Iteration Testing

Performed on a modular basis, the conversion process delivers the results of each module for review. The process begins with CentralSquare delivering to the Customer a conversion of the legacy data into the ONESolution data format. Representatives from the Customer Project Team will then map each module's picklist values from the legacy system to the ONESolution values, using a spreadsheet provided by CentralSquare. Reconversion of the data then occurs using the Customer provided translations.

Three iterations of this conversion process of translation, conversion, and review are performed for each module. Detailed documentation in writing will be required from the Customer for any discrepancies or issues found during the data review.

Phase III: Implementation

The final phase of the conversion process is the actual final conversion of data into the Customer's ONESolution database. During this phase CentralSquare will coordinate with the Customer for migration of the current system backups for use in the final conversion.

Roles and Responsibilities

CentralSquare:

- CentralSquare will assign a designated CentralSquare conversion team to analyze Customer legacy data.
- CentralSquare will arrange an analysis meeting with Customer Project Team representatives to review the conversion options and to confirm both the environment and module data to be converted.
- During this analysis meeting, CentralSquare will review missing or conflicting picklist values, statutes, and finalize the rules governing the resolution of duplicate names.
- CentralSquare will develop conversion programs specific to the modules requested by Customer. CentralSquare will work closely with Customer staff throughout the process to find any data that is not clearly identified in the legacy system.
- CentralSquare will perform a maximum of three data uploads for each module to be converted. If additional iterations are requested by the Customer, then each iteration will be billable at the standard hourly rate outlined in the Order. It is important for Customer representatives to thoroughly review and fully document discrepancies to avoid the need for additional conversion iterations and subsequent additional costs.
- CentralSquare will set up a separate test environment for data conversion testing.
- CentralSquare will reconvert the module data with code table translations provided by Customer staff and upload the data in a test environment on the Customer's ONESolution server.
- CentralSquare will make adjustments to address discrepancies noted on the punch list provided by Customer staff and will upload the converted data into a test environment. Customer will review the data again, comparing records in the legacy system against the corresponding record in the ONESolution system. A final punch list of module discrepancies will be provided by customer to CentralSquare for review.

- CentralSquare will perform an internal audit of the converted module data to identify any application related issues. CentralSquare will make final corrections to address items identified in the audit and on Customer's final punch list. This process will be repeated for each module to be converted.
- CentralSquare will extract the final legacy data after the scheduled Go-Live.
- CentralSquare Roles participating in this task
 - Project Manager
 - Data Conversion Engineer

 **CENTRAL SQUARE**

Customer:

- Customer will be responsible for providing CentralSquare with legacy source data in any of the four following data formats: SQL database, Microsoft Access database, Microsoft Excel spreadsheet, or delimited text file. A final legacy system data extraction will need to occur immediately prior to the Go-Live date and provided to CentralSquare.
- Customer staff will provide a data dictionary or equivalent documentation to facilitate mapping data elements between the legacy system and CentralSquare's database. If sufficient documentation is not available, Customer will need to provide screenshots of the legacy system to assist in mapping data elements to the CentralSquare database.
- Customer will provide a data conversion project committee who are SME's and familiar with the current legacy system's database.
- Customer staff will be responsible for mapping the module picklist values from the legacy system on a spreadsheet provided by CentralSquare.
- Customer staff will review the converted data and provide CentralSquare with detailed, written feedback within one week of the delivery of a converted data set, or as mutually agreed by CentralSquare and Customer. This process will continue for several iterations. Customer will provide CentralSquare with a final punch list of module discrepancies.

Task 7: Quality Assurance

From a project management perspective, quality assurance focuses on satisfaction with deliverable services. The CentralSquare Project Manager will work closely with the Customer Project Manager to ensure deliverables align with descriptions in the SOW. We expect feedback on delivery services to be shared at regular status meetings. A written acknowledgement at the end of each delivery verifies your satisfaction.

To ensure quality in delivery, CentralSquare provides services for the validation tasks outlined below. These tasks around verifying the application is function as designed, and as expected by the Customer, will provide the confidence the users need to ensure acceptance.

Data Audits

During the system configuration process, CentralSquare conducts a series of data audits assessing application configuration progress for Computer Aided Dispatch, Maps, Records Management, and Mobile Field Reporting.

- Initial – shortly following System Administration Workshops
- Intermediate – when configuration is approximately 50 percent complete
- Final – when configuration is nearly complete, prior to training

During the audits, a CentralSquare Consultant accesses the Customer server via a secure remote connection. Using a substantial sampling of data, the Consultant reviews the established configurations and settings. The goal is to

identify patterns of errors that could adversely affect application functionality at Go-Live. The Consultant documents results and conducts a follow-up conference call specifying areas for further work or correction. The auditor provides the CentralSquare Consultant leading the assisted build process on the related application with recommendations for corrective action.

System Integration Validation: To complement verification of system functionality, CentralSquare conducts a System Integration Validation (SIV) process focusing on key points of application integration. Different than the requirements verification process, the SIV task incorporates an end-to-end validation of functionality and integration. The SIV focuses on information flow and key points of integration among multiple applications. Using agency-defined scenarios (scenarios the Customer is most likely to encounter during regular business operations), the CentralSquare Consultant works with the Customer application owners to enter data demonstrating data flow throughout the system. Verification, problem tracking, and issue resolution follow the same processes as the application requirements verification we previously described. Although the Customer calls for User Acceptance testing, CentralSquare feels the SIV meets the requirements as a testing of the configuration of a COTS system.

Testing Results and Issue Classification

The Customer Project Team, along with the Customer Project Manager and CentralSquare Project Manager, will document all action items that arise from the SIV. We will prioritize and categorize this list using the following objective criteria:

- The priority of each outstanding issue will be categorized as either a Priority 1-Urgent, Priority 2-Critical, Priority 3-Non-Critical, or Priority 4-Minor. Customer staff will evaluate any outstanding Priority 1 or Priority 2 issues to determine if these issues will delay moving forward with end-user training and Go-Live activities.
- Each outstanding issue will be labeled as: people (training related), process (workflow related), or procedure (product related).
- An action plan for the resolution of any P1 or P2 procedure related issues identified during the SIV process will be provided by the CentralSquare project team with an estimated resolution target date in 10 business days of the completion of the SIV.

Responsibilities

CentralSquare

- CentralSquare Project Team will work with the Customer to schedule the appropriate validation tasks above.
- CentralSquare will provide the Audit Reports to the Customer within 5 business days from the conducted audit. A meeting will be scheduled to review results and remediation plan with the Customer Project Team.
- CentralSquare will provide a written report of system integration testing. Any items that fail testing will be discussed with Customer and prioritized for resolution.
- CentralSquare Project Manager will own communication with the Customer Project Manager around resolution delivery for all items.

Customer

- Customer Project Manager will work with CentralSquare Project Manager to schedule validation tasks.
- Customer provides accommodations for SIV, as these are hands on activities with the Customer, devices for testing applications must be provided by the Customer.
- Customer will provide feedback on all testing reports within 10 business days from receipt.

- Customer will define and provide testing scenarios specific to Customer operations as needed for testing.
- Customer application owners will participate in testing activities.

Task 8: Training

Training on each major application progresses in phases: Maintenance (System Administrator), train the trainer, end user, and post Go-Live refresher where applicable. During the planning phase, the CentralSquare Project Manager and the Training Manager will develop a Training Plan in accordance with the scoped hours as provided by the Order. After completion of train the trainer workshops, Customer trainers

System Application/Administration Workshops

System Application Workshop (SAW) Training classes, designed as hands-on workshops, include defining code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority, these workshops kick off the application configuration process. SAW classes generally are limited to six participants (or as determined by mutual agreement by the CentralSquare and Customer Project Managers) and should be attended by those responsible for maintaining the system post-implementation.

Workshops for this project include:

- CAD System Administration Workshop – 40 Hours Contact Time (maximum 6 students)
- Initial CAD Audit = 8 Hours Contact Time
- Intermediate CAD Audit = 16 Hours Contact Time
- Final CAD Audit = 16 Hours Contact Time
- CAD System Options Preferences – 8 Hours Contact Time
- CAD Go Live Assistance – 16 Hours Contact Time - (Per number of trainers)
- MCT SA – 20 Hours Contact Time
- MCT Go Live Assistance – 16 Hours Contact Time – (Per number of trainers)
- Freedom SA = 2 Hours Contact Time

CentralSquare Training occurs during normal business hours unless otherwise identified and agreed to in writing; typically, from 8:00 a.m. - 5:00 p.m., not to exceed 8 hours per 24-hour period.

Roles and Responsibilities

CentralSquare:

- Assign a pre-approved SAW training resource to provide instruction on the set-up tasks for the contracted CentralSquare solutions. One additional day is allocated for training preparation and follow up.
- Provide one complete set of standard printed CentralSquare ONESolution training materials as well as one soft copy of all training materials supplied per course.
- Provide guidance and assistance throughout the provisioning process.
- Address workflow process recommended during the Discovery process
- CentralSquare Roles participating in this task

- Project Manager
- Professional Services Consultants for each Core Product

Customer:

- Dedicate and assign personnel to attend each System Administration/Application Workshop without any interruptions to perform normal work duties. The Customer's staff should be prepared to attend all identified days of training and arrangements made to cover other normal work responsibilities.
- Customer will provide the necessary classrooms, facilities, materials, copies of documentation, networks and lines to data terminals, personal computers and PC operating system software, and related equipment to support training classes. This includes one full-function workstation per student, one full-function workstation for the instructor, an LCD, a projection screen, a whiteboard and connectivity to the server.
- Provide sufficient hard copies of the documentation supplied by CentralSquare to support all students in the training classes.
- Ensure that Customer personnel to receive System Administration/Application training have the prerequisite skill sets, operations knowledgebase, and dedicated time to complete follow-up tasks after the completion of the training.

Application Training

End-User Training – CentralSquare Facilitated

End-user training provides hands-on, process-based instruction focusing on key tasks related to users' job responsibilities, such as writing and submitting reports or searching for information. With the decision to choose CentralSquare facilitated training, an instructor provides materials and facilitates training on the chosen, contracted solutions. Training occurs on site with the Customer responsible for establishment of required classroom space. ONESolution application train-the-trainer and end-user classes incorporate extensive activities based on realistic scenarios focusing on processes and tools within the applications for productive use of the system at and after Go-Live. Topics in all end-user classes will include data entry, searching, reporting, and tips for navigating the applications.

End-User Training - Train the Trainer

In train-the-trainer classes, CentralSquare provides training and assistance to Customer's designated instructors in preparing to conduct Core Product user training. CentralSquare and Customer Project Managers will identify and agree upon specific agendas and course topics.

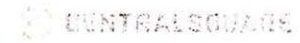
CentralSquare will provide the following training as part of the Customer's implementation project:

Core Solution	Training Type	Duration/Days	# of Classes
CAD Security Training	End User	4 hours	1
CAD User*	End User	40 hours	5
MCT User	Train the Trainer	32 hours	1
*Maximum 10 Students per class			
Total Training Classes Offered			7

Add-on Modules

The contract for training of add-on modules indicates remote delivery of add-on module training. For remote training on applications requiring hardware installation, such as property and evidence, onsite is an effective option if IT resources are unavailable to assist with installation activities (the cost for travel on additional training is not calculated in the project). The customer has purchased the following training days/hours for the following products.

Module	Training Days
MCT – Freedom (15 classes x 4 hours) *	7.5
*Maximum 10 Students per class	
Add Module Training Days Total:	7.5



Roles and Responsibilities

CentralSquare:

- Provide experienced Professional Service Consultant(s) to conduct training
- Define training schedule (start and end times, breaks) for each class/series with the Customer Project Manager.
- Assist Customer in identifying appropriate training participants and in confirming the sequencing of training classes for all licensed solutions and applications
- Conduct conference call with the Customer one to two weeks prior to training (for each new class or series of identical classes) to review Customer preparation steps and verify readiness for training.
- Provide one complete set of printed CentralSquare training materials as well as one electronic copy of all training materials supplied for all courses.
- Follow-up internally and with the Customer on any issues or action items arising during training.
- CentralSquare Roles participating in this task
 - Project Manager
 - Professional Services Consultants for each Core Product

Customer:

- Identify and schedule appropriate personnel to attend training on each add-on module (up to 10 participants per class)
- With the exception of an emergency, attend training without interruption or distractions (e.g., use of mobile devices unrelated to the training)
- Customer will provide the necessary classrooms, facilities, materials, copies of documentation, network and lines to data terminals, personal computers and PC operating system software, and related equipment to support training classes. This includes one full-functioning workstation per student, one full-functioning workstation for the instructor, an LCD, a projection screen, a whiteboard, and connectivity to the server.
- Provide sufficient copies of the documentation supplied by CentralSquare to support all students in the training classes.
- Ensure that Customer personnel to receive train-the-trainer training have the prerequisite skill sets, operations knowledge base, and dedicated time to complete follow up tasks after the completion of the training.

Task 9: Mock Go-Live

Once the solution is online in a pre-production environment and after completion of the SIV, CentralSquare will facilitate a Mock Go-Live shortly after training begins. The intent of the Mock Go-Live is walk through the Go-Live plan and task list to ensure Customer is ready for the move into production. The inclusion of end users with Go-Live tasks during this process is critical to ensuring readiness. Another end-to-end testing of the action items that arose from the SIV will allow the agency to retest any failed items and further secure readiness for Go-Live.

Should issue arise during the Mock Go-Live, the Project Managers document, track, and prioritize for timely resolution. All issues will be classified in the same manner as the previous testing tasks.

Responsibilities

CentralSquare

- CentralSquare Project Manager will work with the Customer Project Manager to schedule planning meeting for the Mock Go-Live event.
- CentralSquare Project Manager will provide a written Post Mock Go-Live Report of all functional testing. Any items that fail testing will be discussed with Customer and prioritized for resolution.
- CentralSquare Project Manager will own communication with the Customer around resolution delivery for all items.

Customer

- Customer Project Manager will work with CentralSquare Project Manager to schedule the Mock Go-Live event.
- Customer Project Manager provides accommodations for the Mock Go-Live event, as these are hands-on activities with the Customer, devices for testing applications must be provided by the Customer.
- Customer will make end users of the system available for Mock Go-Live activities.
- Customer Project Manager will provide feedback on Post Mock Go-Live Report within 10 business days from receipt.
- Customer application owners will participate in Mock Go-Live as SMEs

Task 10: Go-Live Support

Go Live planning starts at least 4 months prior to the scheduled Go-Live. CentralSquare will prepare a plan to delineate responsibilities, timelines for all Go-Live tasks, and a communications plan specific to the Go-Live activities. Not only will this plan be defined in collaboration with the Customer, we will use this plan to test the processes in the Mock Go-Live from the previous task.

Customer has contracted with CentralSquare to provide onsite Go-Live support services. The Go-Live strategy is to take the customer live with all products at the same time.

These services provide Go-Live coverage for 8 hours per day for up to 3 days for multiple personnel, during normal business operations. CentralSquare and Customer Project Managers will mutually agree on a plan that provides assistance and support to Customer system users within the scope of the Go-Live services contained within this Order.

Roles and Responsibilities

CentralSquare:

- Review Customer Go-Live preparation plan with schedule and checklist with the Customer Project Manager and team at four- and two-week intervals.
- Complete technical preparations the week prior to Go-Live, including deleting all test data from the production environment and copying the final Go-Live configuration to the training environment.
- Meet with Customer project team and Go-Live resources to discuss schedule of events and final customer preparations.
- Provide Go-Live support for up to 3 days.
- Outline an issue reporting procedure for CentralSquare and Customer staff during cutover activities. Maintain a log of all outstanding issues and identify each of their priorities and responsible party assignments.
- Escalate any issues requiring immediate resolution, add non-critical issues to a punch list managed by the CentralSquare Project Manager and resolved by the CentralSquare implementation team.
- Conduct a daily de-briefing at shift changes to bring supervisory and team leads up to date on outstanding issues.
- CentralSquare Roles participating in this task
 - Project Manager
 - Professional Services Consultant
 - Technical Services Engineer

Customer:

- Complete all tasks on the Customer Go-Live preparation checklist in the designated timeframes.
- Meet with CentralSquare Project Team the day prior to Go-Live to discuss schedule and final preparations.
- Customer Project Manager provide support and assistance throughout Go-Live event.
- Customer CFAO/SME's to provide first line support during Go-Live activities with the support of CentralSquare Project Team.
- Bring any application or hardware issues to the attention of the CentralSquare Project Team for prioritization and resolution according to the issue reporting procedures outlined in the cutover plan.

Task 11: Transition to Product Support

After Go-Live, CentralSquare transitions responsibility for assistance to Product Support. The CentralSquare Project Manager and the appropriate Product Support Manager hold an introductory call to introduce Support guidelines and personnel to members of the Customer Project Committee and/or other key agency personnel who will be authorized contacts for CentralSquare Product Support. The CentralSquare Project Manager and implementation team continue to own responsibility for tracking and resolving any implementation related issues identified prior to or at Go-Live, providing continuity to assure timely closure of any implementation related issues.

Transition from the CentralSquare Project Management Team to support is a formalized process that engages the CentralSquare Services and Support teams and the Customer. The Customer is involved in the transition of agreed

upon open items, acknowledgment of their priority, and delineation of owner prior to Go-Live. Implementation items will stay with the Project Management Team and all product-related issues will transition to CentralSquare Support. The following tasks are an important part of this formal process where the CentralSquare Services and Support teams along with the Customer will execute a Go-Live approval no later than two weeks prior to Go-Live.

Go-Live approval document will include:

- All project deliverables that have been completed (line item, per contract) with attached proof of deliveries for each item.
- All project deliverables associated with the quote/project that remain to be completed (line items, per contract)
- All open support issues by item number, with intended resolution and timeframe per item
- Next Phase functionality that has not been contracted for (via change order or new project). This specifically acknowledges ideas that have been generated but are not part of the current scope of work.

The Customer is responsible for acknowledging receipt of a complete list of remaining work and known defects; acceptance of completed data conversion or identifies specific issues; and, acceptance of all funded and custom software with acknowledgement the system is production ready.

EXHIBIT A: CAD Map Installation Guide Public Safety and Justice

(Attached)

EXHIBIT A: CAD Map Installation Guide Public Safety and Justice

EXHIBIT A: CAD Map Installation Guide Public Safety and Justice



Sheriff's Department Study Presentation to the Board of Commissioners

Susan Manning, HR Consultant

November 16, 2021

Study Purpose

- ▶ Ensure salaries and salary ranges are competitive with the external labor market;
- ▶ Ensure that employees are paid competitively and equitably based on their qualifications to reduce pay compression and improve employee morale;
- ▶ Implement compensation changes to reduce turnover and improve retention.

Goals for the Compensation Study

► Phase I – Market Study

- Ensure the Department's salary ranges are competitive with the regional labor market to facilitate recruitment & retention;
- Pay employees competitively within their salary ranges based on their qualifications to improve retention;

► Phase II – Compression Study

- Review and address pay compression issues in order to achieve internal equity among employee salaries to improve morale and retention.

Compensation Market Survey

- ▶ 20 public sector entities;
- ▶ 12 Counties, 4 Municipalities & 4 State agencies;
- ▶ 14 of 16 local agencies (88% response rate);
- ▶ 18 benchmark job classes;
- ▶ 6 additional compensation questions;
- ▶ Supplemental data from the UNC School of Government and Office of State Human Resources.
- ▶ Completed March-May 2021

Salary Survey – Local Governments

- ▶ Brunswick County
- ▶ Carteret County
- ▶ Harnett County
- ▶ Johnston County
- ▶ Lenoir County
- ▶ Moore County
- ▶ Nash County
- ▶ Orange County

Pitt County
Wake County
Wilson County
Town of Garner
City of Goldsboro
City of Greenville
City of Wilson

Market Methodology

▶ Requested Survey Data to determine Market Rates

- ▶ Average Actual Salaries being paid for each benchmark job class
- ▶ # employees in each job class
- ▶ Salary Range minimum, midpoint, maximum

▶ Calculating a Market Rate

- ▶ Average of actual salaries being paid in the market
- ▶ Adjusted market rate calculated excluding outliers
- ▶ Compare market to midpoint of the current salary range
- ▶ Market Range - +/- 5% of midpoint

Survey Results

- ▶ **Summary of Market Data Analysis:**
 - ▶ 17 salary ranges were below market (94%);
 - ▶ 0 salary ranges were at or above market;
 - ▶ 1 salary range – insufficient data;
 - ▶ Most salary ranges were 5-15% below market.

Employee Salary Findings

- ▶ Salary ranges and employee salaries are below market;
- ▶ Wayne County actual/average actual salaries fall close to the bottom among the 14 survey responders;
- ▶ Calculated an adjusted market rate without Wayne County data since that data was lowering the overall market rate;
- ▶ Most salaries are in the lower quartile of the range, which creates compression and makes recruitment and retention very difficult.

Compensation Recommendations

- ▶ Increase salary ranges by 5-10% for 17 benchmark job classifications to bring them within the market range;
- ▶ Most salary ranges need to move 10% to be competitive;
- ▶ Increase salaries for full-time employees whose salary falls below the minimum of the new range;
- ▶ Award market pay adjustments to full-time employees whose salaries are above minimum but below market commensurate with their qualifications and the % salary range movement.

Market Study Pay Increases

- ▶ Most full-time employees will be eligible for a 10% salary increase consistent with the salary range movement, not to exceed the midpoint of their salary range;
- ▶ \$980,907 annual implementation cost approved by the Board for implementation January 1, 2022.
- ▶ Review compression issues and determine if additional salary adjustments are warranted.

Phase II – Compression Study

- ▶ To conduct a salary equity analysis by job classification to ensure that Detention and Law Enforcement employees in the Sheriff's Department are being paid equitably commensurate with their qualifications, experience and certifications.
- ▶ Conducted June-August 2021.

Salary Compression

- ▶ Compression occurs when employee salaries are grouped (compressed) at the lower end of the salary range without regard to employee qualifications;
- ▶ Compression causes employee morale issues as experienced employees are making the same or close to the same salary rate as less experienced employees;
- ▶ Compression makes it difficult to hire new employees and pay competitive market wages without creating more compression and pay inequities.

Methodology

- ▶ Group employees by job classification
- ▶ Review employee qualifications
 - ▶ County Hire Date
 - ▶ Years of County Service
 - ▶ Years in Current Position
 - ▶ Prior related experience
 - ▶ Education
 - ▶ Certifications

Methodology

- ▶ Compare salaries of employees with similar qualifications and identify potential inequities;
- ▶ Analyze salary adjustments necessary to achieve salary equity commensurate with qualifications;
- ▶ Complete Equity Analysis for Detention positions;
- ▶ Complete Equity Analysis for LEO positions;
- ▶ Identify cost to achieve equity.

Compression Study Findings

- ▶ Most employees were being paid in the first quartile and below market for their qualifications, which creates salary compression;
- ▶ Compression does not fully recognize years of experience and other employee qualifications and makes it difficult to hire well-qualified employees to fill vacancies;
- ▶ Salary inequities were as a result of two major factors:
 - ▶ Unequal recognition of professional certifications;
 - ▶ Lack of recognition for experience.

Detention Equity Analysis & Findings

- ▶ Most inequities are related to differences between experience and appropriate salaries of peers;
- ▶ 13 Detention employees need equity adjustments;
 - ▶ 1 Captain (compared with all Captains)
 - ▶ 6 Sergeants
 - ▶ 3 Corporals
 - ▶ 3 Master Detention Officers
- ▶ Average equity adjustment was 5%.

LEO Equity Analysis & Findings

- ▶ Most inequities caused by lack of recognition for approved certifications;
- ▶ Recognize all existing LEO certifications regardless of effective dates and approve salary adjustments (2% per certification, not retroactive);
- ▶ 17 LEO employees need equity adjustments related to certifications alone:
 - ▶ 5 Captains
 - ▶ 4 Lieutenants
 - ▶ 6 Sergeants
 - ▶ 1 Corporals
 - ▶ 1 Master Deputy Sheriff

LEO Equity Analysis & Findings

- ▶ Some employee inequities are related to experience;
- ▶ 12 employees need equity adjustments because they have more experience relative to their peers;
 - ▶ 5 Lieutenants
 - ▶ 2 Sergeants
 - ▶ 1 Corporal
 - ▶ 2 Detectives
 - ▶ 2 Master Deputy Sheriffs

LEO Equity Analysis & Findings

- ▶ 7 employees need equity adjustments based on certifications and experience;
 - ▶ 2 Lieutenant
 - ▶ 2 Sergeant
 - ▶ 2 Master Deputy Sheriff
 - ▶ 1 Deputy Sheriff II
- ▶ Adjustments for experience were 2-3%;
- ▶ Adjustments for certifications were 2% per certification.

Implementation Costs

▶ Detention Equity Adjustments	\$28,704
▶ LEO Equity Adjustments	\$63,500
▶ Total Implementation Annual Cost	\$92,204*
▶ Cost for December 1 Implementation	\$53,786*

***Includes additional associated benefit costs**

Questions?

Deputy Sheriff Job Classification

Spring 2021

<u>County/City</u>	<u>Minimum Salary</u>
City of Wilson	\$45,327
Johnston County	\$44,620
Greenville	\$44,366
Nash County	\$42,176
Wake County	\$42,000
Pitt County	\$41,333
Brunswick County	\$40,441
Cleveland County	\$40,042
Harnett County	\$36,893
Moore County	\$36,863
City of Goldsboro	\$36,672
Orange County	\$36,219
Carteret County	\$35,956
Wilson County	\$35,592
Wayne County	\$34,404*
Lenoir County	\$29,239
*New Minimum Salary as of January 1, 2022	\$38,980

Detention Officer Job Classification

Spring 2021

<u>County/City</u>	<u>Minimum Salary</u>
Pitt County	\$41,333
Cleveland County	\$40,042
Johnston County	\$39,101
Wake County	\$38,000
Orange County	\$36,219
Nash County	\$35,571
NC Correctional Officer	\$34,220
Brunswick County	\$34,079
Wilson County	\$33,900
Moore County	\$33,436
Carteret County	\$32,001
Harnett County	\$30,426
Wayne County	\$29,719*
Lenoir County	\$27,927

*New Minimum Salary as of January 1, 2022	\$33,672
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Salary Equity Example

Sergeant 1 – 25 years of experience (5 years in position) + ALEC	\$45,900
Sergeant 2 – 12 years of experience (4 years in position), no certifications	\$46,196
Deputy Sheriff 1 – 23 years of experience + ALEC	\$38,262
Deputy Sheriff 2 – 6 years of experience, no certifications	\$39,028