

**NORTH CAROLINA
DURHAM COUNTY**

CONSULTANT CONTRACT

THIS CONTRACT is made, and entered into this the 24th day of September, 2018, **which is the effective date of this contract**, by and between the COUNTY of DURHAM, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and **VINCENT VALUATIONS, LLC**, a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONSULTANT").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONSULTANT hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The COUNTY will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONSULTANT agrees to cooperate with the COUNTY in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONSULTANT.

- 2. TERM OF CONTRACT.** The Term of this contract for services is from September 24, 2018 to December 31, 2019 unless sooner terminated as provided herein.

- 3. PAYMENT TO CONSULTANT.** CONSULTANT shall receive from COUNTY an amount not to exceed **ONE MILLION, ONE HUNDRED EIGHTY THOUSAND Dollars (\$1,180,000.00)** as full compensation for the provision of Services. This amount includes \$720,000 for FY 2018-19 and \$460,000 for FY 2019-20. COUNTY agrees to pay CONSULTANT at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONSULTANT shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

- 4. INDEPENDENT CONTRACTOR.** COUNTY and CONSULTANT agree that CONSULTANT is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONSULTANT's duties under this Contract. Accordingly, CONSULTANT shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONSULTANT's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONSULTANT, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. OWNERSHIP OF WORK.** All Work and any documents prepared by the CONSULTANT for or on account of this contract shall be the owned by the COUNTY, and the COUNTY shall have all common law, statutory and other reserved rights, including copyright.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the COUNTY's reserved rights.

6. INDEMNIFICATION. To the fullest extent permitted by laws and regulations, CONSULTANT shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONSULTANT's performance of this Contract or the actions of the CONSULTANT or its officials, employees, or subcontractors under this Contract or under contracts entered into by the CONSULTANT in connection with this Contract. This indemnification shall survive the termination of this Contract.

In claims against any person or entity indemnified under this provision by an employee of the CONSULTANT, a subcontractor, an employee of a subcontractor, or an agent of the CONSULTANT or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONSULTANT or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7. INSURANCE. CONSULTANT shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the CONSULTANT shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONSULTANT'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. CONSULTANT shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONSULTANT'S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONSULTANT'S insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONSULTANT. In the event CONSULTANT'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

7.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

7.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

7.3 Worker's Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than \$1,000,000 per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to the COUNTY in this Contract. CONSULTANT shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce the obligations of the CONSULTANT to maintain such insurance or to meet its obligations under the indemnification provisions.

Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

8. TERMINATION.

8.1. EVENT OF DEFAULT. Any one or more of the following acts or omissions of the CONSULTANT shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the County may take one or more or all of the following actions:

1. Give CONSULTANT written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the CONSULTANT written Notice of Termination; and/or
2. Deduct any and all expenses incurred by the County for damages caused by the CONSULTANT's Event of Default; and/or
3. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

8.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 8.1 or 8.2, shall not form the basis of any claim for loss of anticipated profits by either party.

9. COUNTY NOT RESPONSIBLE FOR EXPENSES. COUNTY shall not be liable to CONSULTANT for any expenses paid or incurred by CONSULTANT, unless otherwise agreed in writing.

10. EQUIPMENT. CONSULTANT shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

11. COMPLIANCE WITH LAWS. CONSULTANT shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONSULTANT is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONSULTANT may be declared ineligible for further COUNTY contracts.

12. HEALTH AND SAFETY. CONSULTANT shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

13. NON-DISCRIMINATION IN EMPLOYMENT. CONSULTANT shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONSULTANT shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national

origin, or disability. In the event CONSULTANT is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONSULTANT may be declared ineligible for further COUNTY contracts.

14. EMPLOYMENT ADVERTISING REQUIREMENTS. CONSULTANT shall post local job openings, in connection with this contract, with the City of Durham’s Office of Economic and Workforce Development, the North Carolina Department of Commerce-Division of Employment Services (formerly ESC, Employment Security Commission) and with the Durham County Department of Social Services throughout the term of this Agreement; provided that the foregoing requirement does not limit CONSULTANT’S ability to advertise and/or otherwise post job openings with other organizations or media outlets.

15. E-VERIFY. As a condition of payment for services rendered under this agreement, CONSULTANT shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONSULTANT provides the services to the County utilizing a subcontractor, CONSULTANT shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONSULTANT shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

16. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies).
Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides “minimum value” to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies under contract with Durham County are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham County against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a Staffing Company, CONSULTANT shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and to indemnify the County against any associated 4980H penalties. Please complete Exhibit A and return with this contract.

17. SECURITY BACKGROUND CHECKS. The Consultant is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining County identification badges and allowed unescorted access to County facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff’s Office will conduct background investigations for those Consultant’s employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Consultant employee from employment on a County contract unless explicitly mandated by law.

The Consultant will send the results of the background checks to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person’s criminal conduct has a direct and/or specific negative bearing on a person’s fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office on any negative determinations. The Security Manager will notify the Consultant’s County point of contact of the results of the review. A Consultant can appeal a negative determination by the Security Manager to the County Manager for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information will be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract, and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings restricted.

Additional background screening may be necessary at specific county buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the County Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

18. AUDIT RIGHTS. For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONSULTANT must make the materials to be audited available within one (1) week of the request for them.

19. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the COUNTY and the CONSULTANT, arising from this Agreement or the services and/or materials being provided by the CONSULTANT, shall be sent to the Durham County Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the CONSULTANT in writing of the decision within forty-five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing the services and/or materials. The costs of the mediation shall be divided equally between the parties to the dispute.

The mediation session shall be private and shall be held in Durham County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

20. EXISTENCE. CONSULTANT warrants that it is an individual/firm/corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

21. **CORPORATE AUTHORITY.** By execution hereof, the person signing for CONSULTANT below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONSULTANT.

22. **SUCCESSORS AND ASSIGNS.** CONSUTANT shall not assign its interest in this Contract without the written consent of COUNTY. CONSULTANT has no authority to enter into contracts on behalf of COUNTY.

23. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM
ATTN: PURCHASING DEPARTMENT
4TH FLOOR, 200 EAST MAIN STREET
DURHAM, NORTH CAROLINA 27701**

**CONSULTANT
ATTN: Ryan Vincent
VINCENT VALUATIONS, LLC
1034 Scot Rd. Elizabeth City, NC 27909**

24. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

25. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.

26. **REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in Exhibit B – Federal Uniform Guidance Contract Provisions Certification.

27. **ENTIRE CONTRACT.** This contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONSULTANT and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Consultant Contract to be executed by their duly authorized officer or agent.

COUNTY OF DURHAM

Name and Title
Date: _____

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

CONSULTANT

By: _____

Susan Tezai, Durham County Chief Financial Officer
Date: _____

Print Name and Title
Date: _____

ATTACHMENT 1” to follow



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**Vincent Valuations delivers accuracy in appraisal,
ensuring fairness and equity.**

FAIR, ACCURATE, EQUITABLE

Attention

Kimberly Simpson
Durham County Tax Administrator

Proposal For

Durham County, North Carolina
200 E Main St
Durham, NC 27701

Request for Proposal Regarding
Real Property Appraisal Services

Proposal Contact

Ryan Vincent
Founder/Manager
P (414) 531.3711
vincentvaluations@gmail.com

1034 Scott Rd
Elizabeth City, NC 27909

414.531.3711
vincentvaluations@gmail.com



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September 18, 2018

Durham County Tax Office
Attention: Kimberly Simpson, Tax Administrator
200 E Main St
Durham, NC 27701

RE: Vincent Valuations Proposal - Real Property Appraisal for Durham County

Dear Ms. Simpson:

It was a pleasure meeting with you and your staff to discuss your appraisal needs. I greatly appreciate the time spent with me to ensure I understood the needs of the county as it prepares for its upcoming appraisal projects.

Vincent Valuations has a good understanding of the requirements and needs of Durham County, which align with the expertise, services and review process that my staff and I are committed to deliver.

The sensitive nature of a reappraisal for the county and its citizens will always be at the forefront. As we step into your neighborhoods and consider fair market values it is our goal to ensure we serve as an extension of your office and assist with public understanding of the project.

I would like to highlight the qualifications and experience of the Vincent Valuations team within your county.

Key Distinguishing Qualifications

- Experience with the current tax system – OneTax
- Local North Carolina company
- Experienced staff that strive for accuracy
- Familiarity with market data and valuation techniques
- Focused on North Carolina Appraisal & Taxation Practices
- IAAO Instructors on staff

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Elizabeth City, NC 27909

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vincentvaluations@gmail.com



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- Staff is currently assigned to Durham County and understand requirements, policies and county procedures.

Vincent Valuations understands the importance of fair, accurate and equitable property valuation and is committed to providing appraisal services that exceed expectations. Ultimately, Vincent Valuations is committed to forming long-standing relationships and partnerships that solidify success on both sides.

If you have any questions or concerns with any of the information in the proposal, please do not hesitate to contact me at any time. Thank you for the opportunity.

Sincerely,

Ryan Vincent
Founder/Manager
(414) 531.3711
vincentvaluations@gmail.com



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QUALIFICATIONS AND SERVICES

Vincent Valuations is a North Carolina based firm that focuses specifically on North Carolina local property assessing and reappraisal. With 10+ years of experience in property valuation across the state, our staff is knowledgeable in the market conditions and variables for residential, commercial and industrial valuation.

Vincent Valuations and its experienced appraisers have worked on reappraisal projects in seven states and in over twenty counties. Vincent Valuations brings a unique approach to appraisal practices and standards, having served both the private and public sectors in support of government appraisal.



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COMPANY PROFILE

Contractor Name	Vincent Valuations
Headquarters	1034 Scott Road, Elizabeth City, NC 27909
Email	vincentvaluations@gmail.com
Project Contact	Ryan Vincent, cell (414) 531.3711
Year Established	Vincent Valuations was founded in 2014. Ryan Vincent the founding principal of Vincent Valuations and his staff of certified appraisers have 10+ years of experience providing appraisal services focused on North Carolina Property Valuation as well as experience in six additional states.
Principal	Ryan Vincent, Founding Principal – Durham County Project Manager
Key Personnel	<ul style="list-style-type: none">• Ronald McCarthy, Commercial Appraiser/Consultant• Steven Wise, Commercial Appraiser/Manager• BJ Keaton, Field Appraiser• Steven Worthington, Commercial Appraiser/Consultant• Amanda Smith, Data Entry Technician/Appraiser• Micah Crumpler, Field Appraiser• Justin Adcock, Field Appraiser• Spencer Fretwell, Field Appraiser
Qualifications	<ul style="list-style-type: none">• NC DOR Certified/Registered• Experienced Field Data Collection• Members & Instructors of International Association of Assessing Officers (IAAO)• Local NC Appraisal Firm• Extremely proficient in One Tax CAMA Software



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- Staff assigned to Durham County are certified in mass appraisal by the NC DOR
- Ten plus years of property valuation experience

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SERVICES

- Revaluation planning and management
- Turnkey reappraisal
- Commercial reappraisal
- Measure and list field assistance
- Real property assistance
- Land pricing
- Neighborhood delineation
- Data cleansing
- Schedule of Values preparation
- Value review
- Appeal assistance
- Private office appraisal education including IAAO classes
- Appraisal office consulting
- Commercial office appraisal

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VINCENT VALUATION SERVICE DIAGRAM



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SCOPE OF WORK

Vincent Valuation Scope of Services

The below services are listed out by fiscal year. The daily rates will be locked in for Durham County for the duration of the below years. A multiyear contract with Vincent Valuations will ensure Durham County performs essential appraisal functions seamlessly. It will also ensure Durham County has ample staffing in both reappraisal and non-reappraisal years.

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FY 2018-19	September 24, 2018 - June 30, 2019	\$720,000
FY 2019-20	<u>July 1, 2019 - December 31, 2019</u>	<u>\$460,000</u>
	Total	\$1,180,000

2019 General Reappraisal Project Staff Support

Vincent Valuations (VV) will provide the following staff support to assist in the completion of the 2019 general reappraisal:

<u>Position Titles</u>	<u>Rate Per Day</u>
Reappraisal Project Oversight Manager/Appeals Management	\$800
NC Certified Commercial Appraiser	\$650
NC Certified Residential Appraiser	\$450
Quality Control Assistant/Data Entry	\$350
Data Entry	\$260

Quality and Quantity Expectations of Contract Staff

All employees under the contract are required to perform within the same quality and quantity of county staff that hold similar positions. Any employee who is within the training period will also be held to the same productions standards as a county employee in similar positions. Should any contract employee be unable to perform the standards as set forth by Durham County Tax Administrator a replacement is expected within 30 days of removal. Standards will be provided during orientation to all contract staff members.

Project Expectations

- Provide county with qualified staff to assist in residential and commercial appraisal
- Provide county with general reappraisal project Management
- Perform Commercial and Residential Relisting per reappraisal guidelines (25% per year)
- Perform Commercial and Residential New Construction
- Assist with Commercial Workorder/Customer Service Issues
- Perform valuation reviews on Commercial Properties
- Run reports and analysis of data for the reappraisal process
- Assist with Commercial/Residential Appeals/Provide Expert Witness Testimony before E&R and PTC.



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- Assist with development and testing of schedule of values for commercial and residential properties
- Assist with development of commercial models for valuation purposes.
- Project Management of Commercial Appraisal Staff, including training.
- Assist in the completion of county neighborhood delineation project
- Provide the county guidance in best practices and processes too efficiently and effectively complete the county general re-appraisals
- Assist in public relation outreach programs as it relates to reappraisal

Why Choose VINCENT VALUATIONS

- Vincent Valuations has an exceptional reputation with Cox and Company, the county's CAMA software provider. VINCENT VALUATIONS staff has worked with One Tax software for the last four consecutive years.
- Vincent Valuations staff have completed data entry of thousands of parcels into One Tax including some of the most complex commercial parcels.
- Vincent Valuations staff have measured and appraised hundreds of thousands of properties in both large urban jurisdictions and small rural communities.
- Vincent Valuations staff conducting valuation activities are certified by the North Carolina Department of Revenue.
- Vincent Valuations had a solid rapport and has earned the respect of many known industry experts in the field of NC Appraisal and Taxation.
- Vincent Valuations staff working on the Durham project are currently held to a 98% accuracy rating by the county QC division. Vincent Valuations staff strive for quality work which will stand the test of time.
- Vincent Valuations will abide by all laws of the Machinery Act governing assessment of property in North Carolina along department of revenue guidelines including the recently released reappraisal standards.
- Ryan Vincent is also a certified IAAO instructor who teaches IAAO classes throughout the state of North Carolina for counties and the North Carolina

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Association of Assessing Officers. As the Principle of VINCENT VALUATIONS, he takes the appraisal and assessment services he and his staff offers to counties throughout NC very seriously.



COUNTY EXPECTATIONS

Vincent Valuations has listed the following assumptions and county responsibilities/expectations:

- The county will print all property record cards.
- The pictures will be transferred to the county via flash drive. Each photo will be uniquely identified by VINCENT VALUATIONS in a format agreed upon by the county.
- The county will provide a county issued ID badge to all appraisers assigned to work on the project.
- The county will make available maps and print maps as needed for field work.
- The county will be responsible for mailing any taxpayer notices
- The county will provide door hangers for data collection
- The county will provide office space for the duration of the project along with a minimum of 3 computer work stations.

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- The county will provide the contractor remote access to One Tax for the duration of the project.
- The county will provide access to all aerial and ortho photography.
- Invoicing will be done on a monthly basis for the work completed that previous month.

CURRENT CLIENT LIST & WORKLOAD

Client	Work Performed	Contact & Title
Durham County, North Carolina	Commercial Training, commercial Appeals, residential data collection, neighborhood delineation, commercial data collection, commercial data conversion in One Tax, commercial valuation, schedule of value development assistance, statistical testing, commercial data entry into One Tax CAMA system	Kimberly Simpson, Tax Administrator
Chowan County, North Carolina	Residential and commercial new construction appraisal	Melissa Radke, Tax Administrator



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Client	Work Performed	Contact & Title
Henderson County, North Carolina	Appraisal Consulting, Data Analysis	Darlene Burgess, Tax Administrator
Pamlico County, North Carolina	Measure and list reappraisal	Sarah Davis, Tax Administrator
Mecklenburg County, North Carolina	Appraisal Consulting, Data Analysis	Christy Lantis, Division Director
Dare County, North Carolina	Cost study, market modeling	Hosea Wilson, Assistant Assessor

PROFESSIONAL REFERENCES

Reference	Contact Information
Sarah Davis, Pamlico County Tax Administrator	252-745-3791
Stephen Pelfrey NC DOR General Council	252-532-7082
Tracy Sample Currituck County Tax Administrator	252-232-6037

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Reference	Contact Information
Doug Fox Alexander County Assessor	828-632-4346
Jimmy Tanner Gaston County Tax Administrator	704-810-5840
Melissa Radke Chowan County Tax Administrator	252-482-9837
Kirk F Boone UNC School of Government	919-397-7846

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PROJECT TEAM RESUMES

Name	Ryan Vincent
Position on the Durham County Project	Project Manager
Job Classification	Member/Manager of Vincent Valuations LLC
Experience	<ul style="list-style-type: none">• Project Manager – Vincent Valuations (2014 – Present)• Contracted with Durham County, 2016<ul style="list-style-type: none">○ Currently Contracted to Durham County, NC to assist with commercial appeals including expert witness testimony, commercial appraisal, training, neighborhood delineation, commercial data conversion, and development of a reappraisal plan for the county's upcoming reappraisal• Revaluation Deputy Assessor – Durham County, NC (August 2014-May 2016)<ul style="list-style-type: none">○ Directed the Durham County 2016 General Reappraisal of 110,000 parcels resulting in 6% appeals○ Converted residential and commercial data within the One Tax CAMA system to simply the appraisal process



	<ul style="list-style-type: none">○ Supervised all residential and commercial valuation○ Directed a team of 14 county appraisers, 8 contractors and multiple clerical staff in office and field efforts○ Delineated neighborhoods within the county○ Completed all residential land valuation○ Assisted in commercial land and building valuation○ Worked both residential and commercial value appeals.○ Completed budget for the appraisal department○ Participated in community relations meetings regarding the reappraisal both before and after the mailing of the change of value notices○ Built residential and commercial cost and income models○ Developed multiple regression models using the Spatialest program to assist in comparable sales searches.○ Ran reports and queries in the One Tax system to clean up property data and verify valuation results○ Completed residential and commercial informal appeals○ Presented all commercial appeals to the Board of E&R
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- Senior Residential Reviewer – Tyler Technologies (June 2006 – August 2014)
 - Sketched new construction homes
 - Assisted in all phases of complete scratch revaluation in Orleans Parish, LA
 - Accurately data collected homes, commercial properties and condominiums
 - Assisted in keying residential and commercial data maintenance in IAS
 - Review and land valuation for revaluation projects
 - Permit work in multiple communities
 - Verified home condition via drive-by
 - Led a team of residential and commercial data collectors
 - Kept accurate production records for the team
 - Quality controlled the work of those who I supervised making sure it met company and client standards
 - Spoke with property owners regarding questions about the reappraisal process
 - Reviewed both residential and commercial properties
 - Completed residential final review and valuation
 - Assisted in completing error reports
 - Assisted in residential quality audit of



	<p>Oconoe County, SC revaluation</p> <ul style="list-style-type: none">○ Completed residential review in Oconoe County, SC using the Proval system○ Completed value review in multiple jurisdictions in Connecticut○ Completed residential review in Watauga County, NC○ Completed full Currituck Revaluation from start to finish<ul style="list-style-type: none">○ Hired trained and supervised residential data collectors○ Completed quality control of data collectors work○ Completed commercial data collection○ Built residential and commercial valuation models for buildings and land○ Completed both residential and commercial final value review○ Completed payroll and progress reports weekly to ensure project stayed on schedule○ Assisted the Tax Administrator in development of the schedule of values○ Gaston County Data Collection Project Manager<ul style="list-style-type: none">○ Hired, trained and supervised 11 residential data collectors
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	<ul style="list-style-type: none">○ Complete weekly payroll and progress reports○ Finished the job ahead of schedule and under budget with minimal employee turnover○ Developed project budget○ Alexander County Reappraisal Project Manager<ul style="list-style-type: none">○ Created project plan and budget○ Built land and building valuation models for residential and commercial properties in the counties CAMA software Onetax○ Measured and reviewed commercial and exempt buildings and land○ Led and participated in residential review and data entry efforts○ Completed bi-weekly progress reports○ Developed project budget○ Manassas Park, VA Project Manager<ul style="list-style-type: none">○ Managed a team of data collectors to scratch list all homes○ Developed project budget
Presentations	North Carolina Department of Revenue 2016 Advanced Appraisal Seminar - Commercial Income and Expense Information NCAAO 2016 Fall Conference – Building Data Integrity



Professional Registrations, Designations, and Memberships	North Carolina Department of Revenue Certified Member Instructor, International Association of Assessing Officers (IAAO) Certified to teach IAAO 101,102,201,300,311,331,332
Education	<ul style="list-style-type: none">▪ 2001-2005 Waukesha West High School Waukesha, WI▪ High School Diploma Earned ▪ 2004—2008 Waukesha County Technical College Pewaukee, WI▪ Real Estate Education Classes including advanced Microsoft office classes while in pursuit of a real estate degree ▪ Currently working toward IAAO CAE and RES designations ▪ Completed IAAO instructor training workshop ▪ Completed 15hr 2016-2017 USPAP, 2016 7 hour update ▪ Completed IAAO courses 101,102, 201,171,300,311,331,332,801 and 805 ▪ Successfully challenged IAAO courses 112 and 400



	<ul style="list-style-type: none">▪ Seminars attended: IAAO Elusive Overall Cap Rate Webinar, IAAO Mass Appraisal Valuation of Restaurants Webinar, Excel for assessors, URISA into to geographic information systems, Property Law and Surveying for Appraisers and Cadastral Mappers, IAAO standards of professional practice and ethics ▪ Marshall & Swift certified in commercial cost approach appraisal ▪ Property Tax Listing and Assessing in NC ▪ UNC School of Government Effective Supervisory Management ▪ Completed FEMA Independent study courses IS1, IS3, IS100, IS7, IS139, IS 22, IS200, IS 230, IS100HC and 700 ▪ NC DOR state certified contract appraiser & county real property appraiser ▪ IAAO instate instructor ▪ Currently Serving on the IAAO Membership Services Committee
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Name	Steven Wise
Position on the Durham County Project	Commercial Appraiser
Job Classification	Commercial Appraiser/Manager
Experience	<p>March 2018 to Present Vincent Valuations Appraisal Operations Manager</p> <ul style="list-style-type: none">• Conducts quality control of appraisal projects.• Trains staff in best practices.• Coordinates timelines and deadlines with clients• Review and valuation of both commercial and residential properties. <p>Jan 2007 to March 2018 Tyler Technologies Dayton, OH Appraisal Project Manager/ Mass Appraisal</p> <ul style="list-style-type: none">• Conducts data collection, final review, and valuation of Commercial/ Residential properties on mass appraisal projects in Ohio, New Orleans, LA., Oconee County, SC., Hartford, CT., Pittsburgh, PA., Gaston County, NC, Muscogee County, Ga and Jackson Co.GA. <p>Fluent with several CAMA mass appraisal systems including Pro-Val, Win-Gap, and IAS World.</p> <p>June 2004 to Dec 2006 Kemper Mortgage, Inc., Dayton, OH Mortgage Broker/ Loan Officer • Licensed Mortgage Broker in the State of Ohio from 2004 thru</p>



	<p>2006.</p> <ul style="list-style-type: none">• Member NAMLO (National Association of Mortgage Loan Officers).• Member of the OAMB (Ohio Association of Mortgage Professionals).• Worked with homeowners and lenders throughout the refinancing process. Including application, loan origination, document verification, appraisal review, and final closing of loan documents with the title company.
Education & Training	<p>Attended Wayne High School and graduated with a 3.0 GPA in June 1987.</p> <p>Have received extensive certifications throughout my long work history in sales, management, and appraisal practices. All are available upon request.</p>
Licenses & Affiliations	<p>Currently licensed as a Georgia State Registered Real Property Appraiser LIC# 352118.</p> <p>Currently certified as a Real Property Mass Appraiser with the State of NC.</p> <p>Member of the IAAO (International Association of Assessing Officers). Member ID# 10158812.</p> <p>Currently have 120+ hours of IAAO education towards my Certified Assessment Evaluator (CAE) license including current U.S.P.A.P. certification.</p>



Name	Ron McCarthy
Position on the Durham County Project	Field Appraiser
Job Classification	Subcontractor of Vincent Valuations LLC
Experience	<p>Real Property Appraiser – Vincent Valuations (June 2016 – Present)</p> <p>1989-Present President of RS&M Appraisal Services, Incorporated.</p> <p>1993-2000 Chief of Appraisals for Lincoln County, NC</p> <p>1989-1993 Vice President/Area Manager for Elliott-Ross & Associates; a division of Cole-Layer-Trumble Company of Dayton, Ohio.</p> <p>1984-1989 President of Elliott-Ross & Associates, Inc. of Gastonia, North Carolina.</p> <p>1975-1984 Project Supervisor for Cole-Layer-Trumble Company, Dayton, Ohio.</p> <p>1971-1975 Staff Appraiser for Cole-Layer-Trumble Company, Dayton, Ohio.</p> <ul style="list-style-type: none">○ Duties include; staff supervision, project management, and technical assistance in all



	<p>aspects of real property appraisal for ad valorem valuation purposes.</p> <ul style="list-style-type: none">○ Mr. McCarthy has supervised and assisted in over 100 county-wide revaluation projects throughout North and South Carolina, Georgia, Connecticut, Texas, West Virginia and Massachusetts.○ Assisted with research and development of cost schedules, appraisal manuals, procedural manuals and client manuals, assisted with software development and implementation of appraisal systems.○ Responsible for hiring and training all personnel, explanation of revaluation programs, instructions in basic and advanced appraisal techniques and public relations.○ Expert Witness for defense and discussion of property values before State and Local Boards of Review.
<p>Relevant Experience & Certifications</p>	<ul style="list-style-type: none">▪ Accredited Senior Member (ASA) – American Society of Appraisers, Real Property Ad Valorem Specialist, accredited since 1978.▪ Certified Real Property Appraiser – State of North Carolina Department of Revenue, Ad Valorem Division, certified since 1985.• Harvard Business School - “Management 18, A Short Course for Managers”.



- I.A.A.O. - Course I - "Introduction to the Fundamentals of Real Estate Appraising".
- I.A.A.O. - Course II - "Income Approach to Valuation".
- Trumble-McGuirk & Associates Technical Education Program - Course 1a "Site Analysis"; Course 1b "Market Approach to Value", Course 1c "Cost Approach to Value", and Course 1d "Income Approach to Value".
- North Carolina Department of Revenue "Appraisal of Farm Properties".
- Southwestern Technical Institute - "Fundamentals of Real Estate Appraisal".
- Sandhills Community College - "Real Estate Sales Fundamentals."
- Society of Real Estate Appraisers - "Appraisers Legal Liabilities."
- Institute of Government UNC Chapel Hill - "Market Calibration of the Cost Approach." "Fundamentals of Property Tax Listing and Assessing." "Preparation/Presentation of Expert Appraisal Testimony."
- American Society of Appraisers - "The Uniform Standards of Professional Appraisal Practice." Updated November 2012.



Name	BJ Keaton
Position on the Durham County Project	Field Appraiser, Commercial
Job Classification	Commercial Appraiser
Experience	<ul style="list-style-type: none">○ Real Property Appraiser – Vincent Valuations (December 2016 – Present)○ Completed the North Carolina Department of Revenue Examination in the Appraisal of Property for Ad Valorem Purposes○ Physically visit property sites for the purpose of measuring dimensions and listing real property characteristics of residential structures for tax assessment purposes.○ Differentiate and identify quality grade, depreciated physical condition, foundation type, roof type, interior/exterior wall type, number/type of rooms, heating/cooling system, types of building attachments, etc. of all real property structures encountered.○ Measures and lists some of the most complex buildings in the counties in which assigned.○ Detailed sketches are accurate and to scale○ Communicates effectively with commercial property owners and



	<p>managers</p> <ul style="list-style-type: none">○ Understands the multiple approaches to value used in commercial appraisal <p>Lawrence Road Baptist Church (June 2014 – June 2016)</p> <ul style="list-style-type: none">○ Oversaw the daily operations of the church office○ Oversaw the support Ministry Staff○ Oversaw all Ministries of the church○ Built ongoing relationships with the community and members through systematic Pastoral Care○ Communicated effectively through spoken and written formats○ Initiated and maintained internet and social media presence
Relevant Experience & Certifications	<ul style="list-style-type: none">● NC DOR Certified● Enrolled in continued Appraisal Education



Name	Justin Adcock
Position on the Durham County Project	Field Appraiser
Job Classification	Field Appraisal, measure and list, appraisal service
Experience	<ul style="list-style-type: none">○ Physically visit property sites for the purpose of measuring dimensions and listing real property characteristics○ Update and maintain property record cards○ Perform appraisals of residential properties in Durham County○ Provide appraisals of residential and commercial properties in Chowan County○ Department of Revenue Real Property Appraiser Certified○ Certificate of completion IAAO Course 101 <p>Town of Robbins Public Works (October 2014- November 2016)</p> <ul style="list-style-type: none">○ Maintained lawn care of town owned buildings and parks○ Assisted with installation of water and sewer lines○ Assisted with maintenance of water and sewer lines
Relevant Experience & Certifications	<ul style="list-style-type: none">● NC DOR Certified● First Place State of North Carolina Future Business Leaders of America, Parliamentary Procedure



	<ul style="list-style-type: none">• 2010-2014 Attended Costal Carolina University Bachelor's degree in recreation sports management and business administration• Completed IAAO 101, 102, 201, 300
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Name	Amanda Smith
Position on the Durham County Project	Field Appraiser
Job Classification	Property Appraiser/Appeals
Experience	<ul style="list-style-type: none">○ Real Property Appraiser – Vincent Valuations (March 2017 – Present)○ Expert in OneTax and very computer proficient○ Experienced sketching of commercial and residential properties○ Completed the North Carolina Department of Revenue Examination in the Appraisal of Property for Ad Valorem Purposes○ Physically visit property sites for the purpose of measuring dimensions and listing real property characteristics of residential structures for tax assessment purposes.○ As an expert in the computer programs used at VINCENT VALUATIONS, Amanda trains on how to effectively work property tax records, measure and draw sketches of properties for data entry and how



	<p>access properties for new structures to add to property tax records.</p> <p>Administrative Assistant Capitol Police (January 2012- February 2017)</p> <ul style="list-style-type: none">○ Oversaw daily administrative paperwork and setup of new accounts
Relevant Experience & Certifications	<ul style="list-style-type: none">• NC DOR Certified• Enrolled in continued Appraisal Education• IAAO 101, 102, 300

Name	Steven Worthington
Position on the Durham County Project	Field Appraiser
Job Classification	Property Appraiser/Appeals
Experience	<ul style="list-style-type: none">○ Real Property Appraiser – Vincent Valuations (June 2016 – Present)○ Expert in OneTax○ Duties and Responsibilities: Appraise properties for ad valorem purpose; measure and list all types of real estate properties; review fellow appraisers work; appear before Board of Equalization to defend values, complete appraisals on complex commercial property within the county.



	<p>Residential and Commercial Real Estate Appraiser, Durham County Assessor's Office (April 1990 to February 2016)</p> <p>Pitt County Tax Appraiser (September 1986 – August 1988)</p>
Relevant Experience & Certifications	<ul style="list-style-type: none">• College at Southeastern Enrolled Fall of 2011• NC DOR Certified• Enrolled in continued Appraisal Education

Name	Micah Crumpler
Position on the Durham County Project	Field Appraiser
Job Classification	Field Appraisal, measure and list, appraisal service
Experience	<ul style="list-style-type: none">○ Real Property Appraiser – Vincent Valuations (April 2017 – Present)○ NC DOR Certified○ Physically visit property sites for the purpose of measuring dimensions and listing real property characteristics of residential structures for tax assessment purposes.○ Differentiate and identify quality grade, depreciated physical condition, foundation type, roof type, interior/exterior wall type, number/type of rooms,



	<p>heating/cooling system, types of building attachments, etc. of all real property structures encountered.</p> <p>Wilmore Electronics (January 2015-April 2017)</p> <ul style="list-style-type: none">○ Worked on the construction of power supply equipment from start to finish.○ Interpreted manufacturing blueprints and mechanical layouts to assemble power supply units.○ Conducted soldering of PC boards, wires, and electrostatic sensitive devices in final assembly of units.○ Operated machinery required for production and assembly needs.○ Received, sorted and stored company hardware and materials.○ Maintained accurate stock records, dates and schedules.
<p>Relevant Experience & Certifications</p>	<ul style="list-style-type: none">● Durham Technical Community College, Network Security: in progress● NC DOR Certified● Completed IAAO 101, 102, 201, 300



Name	Spencer Fretwell
Position on the Durham County Project	Real Property Appraiser
Job Classification	Property Appraiser/Appeals
Experience	<ul style="list-style-type: none">○ Real Property Appraiser – Vincent Valuations (April 2017 – Present)○ NC DOR Certified○ Enrolled and taking Appraisal Courses for continued education.○ Physically visit property sites for the purpose of measuring dimensions and listing real property characteristics of residential structures for tax assessment purposes.○ Differentiate and identify quality grade, depreciated physical condition, foundation type, roof type, interior/exterior wall type, number/type of rooms, heating/cooling system, types of building attachments, etc. of all real property structures encountered. <p>Bay Leaf Baptist Church (August 2016 – April 2017)</p> <ul style="list-style-type: none">○ This job required me to clean the campus, work with a team, work on projects independently, and set up for events. I kept stock on cleaning items and equipment. In this job, I took measurements of various objects around the campus.



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Relevant Experience & Certifications	<ul style="list-style-type: none">• College at Southeastern Enrolled Fall of 2011• NC DOR Certified• Enrolled in continued Appraisal Education• Completed IAAO 101, 102, 201, 300
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