



MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is made and entered into as of _____ (the "**Effective Date**") by and between Farragut Systems, Inc., a North Carolina corporation having a place of business in Durham, North Carolina 27713 ("**Farragut**") and County of Durham, a political subdivision of the State of North Carolina, (hereinafter referred to as "**Customer**"), a governmental agency with a mailing address of its executive offices at 201 E Main St, 3rd Floor, Durham, NC 27701.

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services

- 1.1. Farragut agrees to provide installation, implementation, configuration, consulting, development, training, support, and/or other services as set forth in one or more agreed Statements of Work (the "**Services**"). Statement of Work No. 1 are attached hereto and incorporated by reference. The parties may from time to time agree to additional Statements of Work, each of which, when signed by an authorized representative of each party, will be deemed a part of and incorporated into this Agreement. Each Statement of Work will identify responsibilities of each party, and the parties shall work together cooperatively to complete their respective responsibilities.
- 1.2. All changes to a Statement of Work will be made pursuant to a mutually agreed Change Order. The form of Change Order is attached hereto as Exhibit A. The Change Order will address as necessary changes to the requirements, Statement of Work or cost of the Services. No changes to a Statement of Work will be effective unless authorized in a written Change Order agreed by the parties.
- 1.3. Customer agrees to cooperate with Farragut and promptly perform Customer's responsibilities under this Agreement. Customer will provide timely access to its key personnel and will timely respond to Farragut's questions relating to this Agreement or Farragut's performance under this Agreement and the associated Statements of Work.
- 1.4. Unless otherwise agreed in writing by the parties, Customer shall have sole responsibility for acquiring and maintaining its own technology environment, including but not limited to client workstations, operating systems, database software, servers, internet access, local area networks, and wide area networks.

2. Fees and Expenses

- 2.1. Customer shall pay Farragut the fees set forth in the applicable Statement of Work in accordance with the terms and conditions therein. If the Services are provided on a time and materials basis, any estimates provided by Farragut are for planning purposes only. Unless otherwise set forth in the Statement of Work, Farragut shall invoice Customer on a milestone basis upon acceptance of deliverables, and payments are due within thirty (30) days of receipt of invoice. If payment is not made within thirty (30) days of receipt of invoice, then Customer agrees to pay 2/3% per month interest on unpaid amounts or the highest rate allowed by law, if lesser. In the event that Customer, in good faith, disputes any invoiced amounts, Customer shall notify Farragut in writing prior to the payment due date identifying in detail the reason why such charges are disputed. Customer may delay payment on disputed charges (but only disputed charges) pending

resolution of the dispute. If any nondisputed amounts are past due, Farragut may upon notice to Customer, and without waiving any rights or remedies, suspend performance under any or all Statements of Work until payments are current. Except to the extent set forth in a Statement of Work, all fees paid hereunder are nonrefundable.

- 2.2. To the extent authorized and set forth in the applicable Statement of Work, Customer agrees to reimburse Farragut for reasonable out-of-pocket expenses incurred in the performance of Services, including but not limited to travel, lodging, meals, postage, freight, printing and long distance phone expenses. All travel-related expenses must be approved in advance by Customer.
- 2.3. Customer shall be responsible for any and all applicable taxes, however designated, incurred as a result of or otherwise in connection with this Agreement, including but not limited to state and local privilege, excise, sales, and use taxes and any taxes or amounts in lieu thereof paid or payable by Farragut, but excluding taxes based upon the net income of Farragut. This provision does not apply to any taxes for which Customer is exempt and for which Customer has furnished Farragut with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. Confidentiality and Proprietary Rights

- 3.1. "Confidential Information" means any information or data (including without limitation any formula, pattern, compilation, program, device, method, technique, or process) that is disclosed by one party (a disclosing party) to the other party (a receiving party) pursuant to this Agreement that is identified in writing as confidential or that would reasonably be recognized as confidential. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a receiving party from a third party without breach of any obligation of confidentiality; (c) was previously known by the receiving party as shown by its written records; or (d) was independently developed by the receiving party as shown by its written records.
- 3.2. A receiving party agrees: (a) to hold the disclosing party's Confidential Information in strict confidence; and (b) except as expressly authorized by this Agreement, not to, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information. Notwithstanding the foregoing, a receiving party may disclose Confidential Information of the disclosing party as required by law or court order; in such event, such party shall use its best efforts to inform the other party prior to any such required disclosure and the other party may seek to obtain a protective order or other protections against the disclosure of its Confidential Information.
- 3.3. Upon the termination or expiration of this Agreement, the receiving party will return to the disclosing party all the Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party, and will delete all electronic copies of such Confidential Information.
- 3.4. In the event that Farragut develops any custom software, scripts, documentation or other materials under this Agreement ("**Work Product**"), unless otherwise set forth in the Statement of Work, Farragut will be the sole owner of all intellectual property rights in such Work Product. In addition, Farragut shall retain all intellectual property rights in all methodologies, algorithms, software, documentation, know-how, techniques and other materials which have been previously developed or acquired by Farragut and that are used in connection with the Services. Upon receipt in full of all payments due under the applicable Statement of Work, Farragut will grant Customer a non-exclusive, perpetual, royalty-free license to use, copy and modify the Work Product solely in connection with Customer's internal operations. Customer agrees not to sell, distribute or otherwise disclose the Work Product to any third party, without Farragut's prior written consent; provided that Customer may disclose and transfer its license to the Work Product to an affiliated organization or to the acquirer of all or substantially all of Customer's business. Through its relationship with the North Carolina Association of County Commissioners ("NCACC"), Farragut intends to make the Work Product from Statement of Work #1 that is related directly to NCPTS available for licensing by NCACC to other North Carolina counties.

4. Term and Termination

- 4.1. As a master agreement, this Agreement shall remain in place until terminated as set forth herein.
- 4.2. The term of a Statement of Work will begin when it is executed by both parties and will terminate when performance under the Statement of Work is completed and paid for, unless the Statement of Work is otherwise terminated as provided herein or in the Statement of Work. Either party may terminate this Agreement or any Statement of Work if the other party materially breaches this Agreement and such breach is not cured, or an acceptable plan for resolving the breach is not put in place, within thirty (30) days after written notice identifying specifically the basis for such notice. If a breach relates solely to Services provided or fees to be paid under a specific Statement of Work and not to other Statements of Work, then a party will have the right to terminate only the affected Statement of Work and not the entire Agreement or other Statements of Work.
- 4.3. Customer may terminate a Statement of Work by providing at least thirty (30) days prior written notice to Farragut, in the event that applicable county, state, or federal funds associated with such project are withdrawn.
- 4.4. The terms provided in Sections 3, 5, 6.1, 7 and 8 of this Agreement shall survive any termination of this Agreement. In the event of termination, unless such termination is due to a material breach by Farragut, Customer agrees to pay Farragut for all Services rendered and expenses incurred up to the date of termination (on a pro-rated basis for fixed-fee or milestone-based Statements of Work).
- 4.5. Except as otherwise set forth in this Agreement, termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party. Termination of this Agreement will not relieve Customer of its obligation to pay all fees and expenses that accrued before such termination.

5. Representations and Warranties

- 5.1. Farragut represents and warrants that it has the requisite knowledge, expertise and experience necessary to perform Services under this Agreement, and that the results of the Services will meet the tax purposes of Customer, to the extent such purposes are reflected in the requirements and specifications set forth in a Statement of Work between the parties. Customer agrees to notify Farragut of any breach of this representation within thirty (30) days after completion of the Services, including all substantiating documentation. Customer's sole remedy for breach of this representation shall be for Farragut to reperform the Services at issue at no charge to County; provided that if Farragut breaches this representation for the same Services more than three (3) times, then County will have the right to terminate this Agreement for breach without further opportunity to cure.
- 5.2. Customer represents and warrants that it has obtained or will obtain prior to Farragut's commencement of the Services all licenses and consents from third party vendors authorizing access to and/or modifications of software and/or technical information owned by such vendors and licensed to Customer, as required in order for Farragut to perform the Services.
- 5.3. Each party represents and warrants that it has received all necessary authority and approvals to enter into this Agreement, and that the negotiation and performance of this Agreement is not in conflict with any other agreement entered into by such party.
- 5.4. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, FARRAGUT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING AS A RESULT OF USAGE IN THE TRADE OR BY COURSE OF DEALING.

6. Liability and Insurance

- 6.1. All liability arising under or relating to the subject matter of this Agreement, whether under theory

of contract, tort (including negligence), or otherwise, shall be limited to direct damages. Neither party, including its officers, directors, employees, agents, representatives, and subcontractors, shall have any liability to the other party or to any third party for any incidental, punitive, indirect, special or consequential damages, including but not limited to lost profits, loss of data, cost of recreating lost data, interruption of business, or costs of procurement of substitute goods or services, even if advised of the possibility of such damages, whether under theory of warranty, contract, tort (including negligence), strict liability or otherwise. The aggregate liability of Farragut under any Statement of Work shall not exceed the total fees paid by Customer to Farragut with respect to the Statement of Work.

- 6.2. Farragut will carry and maintain throughout the period of this Agreement, at Farragut's sole expense, insurance including specifically general liability and worker's compensation insurance, to cover the obligations of Farragut set forth herein, or the acts of Farragut performed hereunder. Certificates of such insurance shall be furnished by Farragut to Customer within ten (10) business days after execution of this Agreement. Such certificates shall require the insurer issuing the underlying policy to provide Customer with a minimum of thirty (30) days notice prior to modification or cancellation of said policy. Farragut agrees that such insurance shall be primary, regardless of any other insurance coverage, which Customer may procure for its own benefit.
- 6.3. Customer is responsible for assuring and maintaining the backup of all Customer data, software and network systems. UNDER NO CIRCUMSTANCES WILL FARRAGUT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF, CORRUPTION OF, OR DAMAGE TO CUSTOMER DATA, SOFTWARE OR NETWORK SYSTEMS.
- 6.4. The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and Farragut's compensation for the Services reflects such allocations.

7. Dispute Resolution

- 7.1. The parties agree to attempt to resolve any controversy, claim or dispute ("**Dispute**") arising out of or relating to this Agreement by means of good faith discussion and negotiation. In the event that a Dispute cannot be resolved at the project level, then designated senior executives of the parties shall meet and enter into further good faith settlement negotiations. If such senior executives cannot resolve the Dispute within sixty (60) days, then, either party may initiate a law suit exclusively in a state or federal court located in Durham County.
- 7.2. This Agreement shall be interpreted, construed, and governed by the laws of the State of North Carolina, without regard to conflict of law provisions.

8. Miscellaneous

- 8.1. During the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement for any reason, neither party shall employ nor offer or seek to employ, either directly or indirectly, any person who, at that time or within the last six (6) months, was either employed by or engaged as an independent contractor by the other party and was involved in the delivery or receipt of services under this Agreement.
- 8.2. The parties are and intend to be independent contractors with respect to the services contemplated hereunder. Farragut agrees that neither it nor its employees or contractors shall be considered as having an employee status with Customer or having any claim to employee benefits of any kind offered by Customer. All persons employed by Farragut to perform Services shall be subject to the exclusive direction and control of Farragut. No form of joint employer, joint venture, partnership, or similar relationship between the parties is intended or hereby created.
- 8.3. Neither party shall be liable for any failure or delay in the performance of its obligations due to causes beyond the reasonable control of the party affected, including but not limited to war,

sabotage, insurrection, riot or other act of civil disobedience, terrorism, strikes or other labor shortages, act of any government affecting the terms hereof, accident, fire, explosion, flood, hurricane, severe weather or other act of God. Each party shall promptly notify the other party in the case of an event arising under this Section.

- 8.4. This Agreement, including all Statements of Work, constitutes the entire understanding of the parties with respect to its subject matter, and supersedes all prior or contemporaneous written and oral agreements with respect to its subject matter. Except as provided expressly herein, this Agreement shall not be modified, amended, or in any way altered except in a written amendment executed by both of the parties. No waiver of any provision of this Agreement, or of any rights or obligations of any party hereunder, will be effective unless in writing and signed by the party waiving compliance.
- 8.5. Headings used in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement.
- 8.6. Neither party may assign this Agreement or any right hereunder without the prior written consent of the other party; provided however that Farragut may assign this Agreement to the acquirer of all or substantially all of its business, so long as such acquirer agrees in writing to be bound by the terms of this Agreement and notice is provided to Customer within ten (10) days of such transfer of any new entity, address and/or contact(s). Any attempted assignment not authorized herein shall be null and void.
- 8.7. Farragut may use Customer's name and logo in a list of Farragut customers.
- 8.8. All notices required or permitted hereunder shall be in writing, delivered personally; by certified or registered mail, or by overnight delivery by an established national delivery service at the respective addresses first set forth above. Notices to Farragut shall be sent to the attention of Vice President, Local Government Solutions, or to such other person designated by Farragut in a written notice to Customer. Notices to Customer shall be sent to the attention of Dwane Brinson or to such other person designated by Customer in a written notice to Farragut. All notices shall be deemed effective upon personal delivery or when received if sent by certified or registered mail or by overnight delivery.

Farragut Systems, Inc.

Customer: Durham County

By: _____

By: _____

Name: _____

Name: _____

Title: Vice President of Local Gov Solutions

Title: _____

Date: _____

Date: _____

STATEMENT OF WORK NO. 1

This Statement of Work ("**SOW**") is made and entered into by and between Farragut Systems, Inc. ("**Farragut**") and Durham County of North Carolina ("**Customer**"), and is subject to the terms of the Master Services Agreement between the parties dated _____ (the "**Services Agreement**").

The Effective Date of this SOW is _____.

1. BACKGROUND

Customer has acquired a license to certain software known as North Carolina Property Tax System ("NCPTS") pursuant to a license agreement with North Carolina Association of County Commissioners (the "NCACC License Agreement"); has acquired a license to Farragut's ParcelSync, DeedSync, and MapMetrics software products ("Farragut Products") from Farragut pursuant to a license agreement with Farragut (the "Farragut License Agreement"); and has acquired a license to Apex Sketch product from Apex Software pursuant to a license agreement with Apex Software (the "Apex Software License Agreement").

This SOW relates to the implementation of NCPTS, Farragut Products, Apex Sketch Product in Customer's environment. Customer has separately agreed to obtain support for NCPTS, Farragut Products, and Apex Sketch Product pursuant to separate Support Agreements (the "Support Agreements"). NCPTS includes the Land Records & CAMA software module ("LRC") and the Billing & Collections software module ("B&C").

Customer's rights to use NCPTS are solely as set out in the NCACC License Agreement and Customer's rights to use Farragut Products are solely as set out in the Farragut License Agreement. Also, all software created by Farragut under this SOW that is a new release, update, modification or derivative of NCPTS or Farragut Products, or that is otherwise based on or related to NCPTS or Products, will be considered part of NCPTS and Farragut Products (and not part of the Work Product hereunder). All warranties related to NCPTS are set forth in the NCACC License Agreement and all warranties related to Farragut Products are set forth in the Farragut License Agreement, and not this Agreement.

In the event of any conflict between the terms of the Services Agreement and this SOW (including the Project Plan), this SOW shall take precedence.

Customer's REQUEST FOR PROPOSALS (RFP NO. 21-003) PROPERTY TAX SOFTWARE issued by Customer (the "RFP"), and Farragut's response thereto (the "Response"), are hereby incorporated into this SOW. If there is any conflict between the documents included in the Services Agreement and this SOW, then the following order of precedence shall apply (with the higher listed documents taking precedence over the lower listed documents):

1. The Project Plan
2. This SOW
3. The terms of the Services Agreement
4. The Response
5. The RFP

County acknowledges and agrees that Farragut is not responsible for errors or issues in Apex Sketch and other third-party products. However, Farragut will use commercially reasonable efforts to assist Customer with any issues arising with such third-party products that relate to the subject matter of this SOW, including by directly communicating with such third-party vendors as appropriate.

2. IMPLEMENTATION SERVICES AND FEES

Attachment A to this SOW, incorporated herein by reference, contains an initial Project Plan outlining the implementation tasks, Farragut responsibilities, Customer responsibilities, acceptance criteria, and fees

associated with the implementation of NCPTS and Farragut Products.

The total amount of services shall not exceed \$1,350,000 for the term of the contract, as follows:

	Land Records & CAMA	Billing & Collections	Enhancements Budget
Initiation	\$9,800	\$9,800	
Preparation	\$39,200	\$39,200	
Implementation	\$456,783	\$495,217	
Product Enhancements			\$300,000
TOTAL	\$505,783	\$544,217	\$300,000

County agrees to pay Farragut for the services above as follows:

1. Upon signed contract: \$210,000 (20% of total services, excluding enhancements budget)
2. Upon completion of accepted services: \$870,000 (60% of individual services as per the Project Plan, and 80% of customer approved & accepted enhancements)
3. Upon production of software modules: \$270,000 (20% of total services, including total customer approved enhancements)

Farragut out-of-pocket expenses incurred in the performance of Services, including but not limited to travel, lodging, meals, postage, freight, printing and long-distance phone expenses, are included in the Services fees.

3. DELAYS

The parties agree to work together in good faith to meet established timeframes and avoid delays in the completion of Services. In the event that either party believes that a delay may be likely, whether due to factors within the control of such party or outside the control of such party, then it shall promptly notify the other party in writing and the parties will meet as soon as practicable to discuss ways to mitigate or avoid any such delays.

Customer shall provide Farragut with access to Customer's technical personnel, facilities, databases, information, approvals and security clearance as set forth in this Statement of Work, an agreed Project Plan or other agreed project document. In addition, so long as Farragut provides reasonable advance notice, Customer will provide reasonably required office space and limited access to a telephone, computer, copier, printer and parking spaces. Customer also understands that certain individuals, because of their position or particular expertise, may be required to participate in the Services on an 'as needed' basis to attend meetings, provide answers, research issues, define policies, etc.

Customer acknowledges that a delay in the completion of the Services is likely to lead to additional costs for Farragut. In the event that Customer solely causes a delay of more than two (2) months in the completion of a major Phase of Services as defined in the Project Plan, then Customer agrees to pay Farragut a fee in an amount equal to one percent (1%) of the total fees due for such Phase for each week that the Project is delayed past 2 months, up to a maximum of 10% (10 weeks).

Farragut acknowledges that a delay in the completion of the Services is likely to lead to additional costs for Customer. In the event that Farragut solely causes a delay of more than two (2) months in the completion

of a major Phase of Services as defined in the Project Plan, then Farragut agrees to provide Customer with a credit in an amount equal to one percent (1%) of the total fees due for such Phase for each week that the Project is delayed past 2 months, up to a maximum of 10% (10 weeks).

The parties agree that the fees and credits in this Section are not penalties but instead are good-faith estimates of the damages associated with delays to each party. In addition, this Section is subject to the terms of Section 8.3 of the Services Agreement (force majeure).

4. PROJECT MANAGERS

Each party will appoint and maintain a qualified person as its "Project Manager" under this SOW. Each Project Manager will be the primary point of contact for this Agreement, will coordinate the party's activities and responsibilities under this SOW, and will respond promptly when contacted by the other Project Manager regarding this Agreement. Each party shall notify the other in writing of any replacement of its Project Manager. The Customer's Project Manager shall have responsibility and authority for:

- Ensuring all Customer responsibilities are completed in a timely manner
- Accepting or rejecting deliverables under the terms of this SOW
- Approving invoices

The Project Managers will meet on at least a weekly basis to review status of the Services and any delays or other issues under the Project Plan.

For Farragut:

Name: Stephanie Gavilan-O'Neal
Address: 2775 Meridian Pkwy, Durham, NC 27713
Telephone: 919-595-1814
Email: Stephanie.GavilanONeal@farragut.com

For Customer:

Name: _____
Address: _____
Telephone: _____
Email: _____

5. ACCEPTANCE

Customer shall review each final deliverable ("**Deliverable**") to determine if it is in compliance in all material respects with the acceptance criteria set forth in the Project Plan. Customer shall provide Farragut in writing with its acceptance or rejection of each Deliverable within five (5) business days, unless a different time period is agreed by the parties. The Deliverable will be deemed accepted by Customer if Customer uses the Deliverable in a live, production setting or if Customer does not notify Farragut of any problems within the five-business day period noted above.

Customer shall provide Farragut with detailed information and specific reasons in the event Customer rejects a Deliverable. In such event, Farragut shall promptly verify and will use commercially reasonable efforts to either modify the Deliverable or provide a reasonable workaround to address any verified issues within ten (10) business days.

6. EXCLUSIONS

The following tasks are specifically not included in this SOW:

- a. Provisioning of any computer hardware. Customer will have sole responsibility for acquiring and installing any computer hardware needed to support NCPTS at Customer's expense.
- b. Provisioning of any supporting software. Customer will have sole responsibility for acquiring and installing all software not licensed by Farragut at Customer's expense. This includes (but is not limited to) operating systems, relational databases, ESRI server products and ArcGIS Desktop products.
- c. Provisioning of test environment. If Customer desires a dedicated test environment (recommended), Customer shall be responsible for providing all required hardware and software for this environment. Should Customer desire to provision the test environment as a virtual machine, Farragut staff is available to provide technical assistance in creating the VM, but Customer will be responsible for providing the VM hosting hardware and all required third party licensed software.
- d. Interaction with non-Customer staff. There are frequently many organizations other than Customer who are interested in addressing, including municipalities, utility companies, delivery companies, and the post office. It is not uncommon for the interests of these different parties to be in conflict, and Customer has sole responsibility for meeting with and determining whether to and how to best meet the needs of any other interested parties.

7. ADDITIONAL TERMS

Customer will, as applicable: (i) provide Farragut adequate, timely, safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information, subject to Customer's reasonable security rules; (ii) provide adequate working and storage space for use by Farragut personnel near Customer's hardware, software and systems; (iii) provide Farragut full access to Customer's hardware, software and systems and sufficient computer time; (iv) follow Farragut's procedures for placing service requests and determining if remedial service is required; (v) follow Farragut's or applicable third party instructions for operator maintenance and for obtaining services; (vi) reproduce suspected errors or malfunctions of software upon request; and, (vii) timely make decisions, notify Farragut of relevant issues or information and grant approvals and/or permission to Farragut. Customer will obtain and provide to Farragut all required licenses, approvals or consents from third parties necessary for Farragut's performance of the Services, except to the extent, if any, relating to Farragut products. Customer accepts responsibility for Customer's failure to obtain the appropriate licenses, intellectual property rights, or any other permissions, regulatory certifications or approvals required to support this SOW, except to the extent, if any, relating to Farragut products.

If Farragut is to install products as part of the Services, Customer shall prepare and maintain the installation site in accordance with Farragut's and the applicable third party manufacturer's instructions and specifications. Customer is responsible for insuring that these instructions and specifications, as well as all instructions and specifications provided by Customer, comply with all local laws and building ordinances. Customer is responsible for all environmental requirements, electrical interconnections and modifications to facilities for proper installation. Any delays in preparation of the installation site will correspondingly extend Farragut's delivery and installation deadlines.

Customer is exclusively responsible for supervising, managing and controlling its use of hardware, software, integrated systems and other Deliverables installed or provided by Farragut, including but not limited to, establishing operating procedures, appropriate access and permissions, and audit controls, supervising its employees, providing adequate network security, making daily backups, providing virus protection, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer will insure that its personnel are, at all times, educated and trained in the proper use and operation of products provided by Farragut and that products provided by Farragut are used in accordance with applicable manuals, instructions and specifications.

CUSTOMER IS RESPONSIBLE FOR BACKING UP CUSTOMER'S DATA, SOFTWARE AND SYSTEMS. Customer will maintain back-up data, software and systems necessary to replace critical Customer data, software and systems in the event of loss, corruption or damage to data, software or systems from any cause.

Customer represents and warrants to Farragut that it does not have any contracts or other obligations to third parties, including but not limited to any license agreements or confidentiality obligations, that will be violated in any respect by Customer's or Farragut's performance under this Agreement.

Farragut Systems, Inc.

Customer: Durham County

By: _____

By: _____

Name: _____

Name: _____

Title: Vice President of Local Gov Solutions

Title: _____

Date: _____

Date: _____

ATTACHMENT A

PROJECT PLANS

The specific start and finish dates for each task in the project plans below will be mutually determined by Farragut and Customer during Phase 1 of the project. The project will start in February 2021 and the target production date is March 2022.

Project Initiation Plan

Project Initiation Services	Farragut Responsibilities	Customer Responsibilities	Start Date	Finish Date	Completion Criteria	Fees
PROJECT INITIATION						
Project Kickoff	Farragut will conduct 2 days of sessions to introduce the project format, expectations, project team responsibilities and create a common project vision for both Farragut and the County.	Customer's key stakeholders from each department involved in the project (i.e. Collections, Assessment, GIS, etc) will be available to participate in each session.			Common Project Vision, responsibilities and expectations are documented and sent to the County.	
Fit Analysis	<p>Farragut will conduct 8 days of sessions with the Customer to perform a Fit Analysis. The goals of this analysis are to:</p> <ol style="list-style-type: none"> 1) Understand Customer's legacy system and processes. 2) Describe NCPTS system functionality at a high level and introduce Customer to NCPTS business processes. <p>During this time, Farragut will review the Customers business processes for the following areas:</p> <p>LRC</p> <ol style="list-style-type: none"> 1) Maintain Property 2) Street Dictionary, Situs Addressing 3) Adjustments 4) Lookup Maintenance, User Management 5) SOV and Neighborhood Management days 	<p>Customer staff will be available to demonstrate or discuss business process workflows with Farragut.</p> <p>Customer trainers/power users will attend the business process overview/orientation sessions for NCPTS.</p> <p>Customer trainers/power users will attend the business process mapping sessions in each of the business areas listed to the left to identify and document Customer business process similarities and differences required to use NCPTS.</p> <p>Customer's management team will be available for review of the business process gaps identified during these sessions</p>			<p>Documented list of business process gaps identified, process changes recommended, and product enhancements desired.</p> <p>Customer receipt and sign-off of Fit Analysis documents.</p>	

Project Initiation Services	Farragut Responsibilities	Customer Responsibilities	Start Date	Finish Date	Completion Criteria	Fees
	6) Workflow 7) Sales, Multi Sales and Deed 8) Permits 9) Transactions Processing 10) Zoning Dictionary, Photo Management 11) Revaluation process 12) GIS processes 13) Appeals B&C 1) Cashiering, Enforced Collections 2) Billing 3) RMV 4) Assessment, Appeals, Situs Addressing 5) Reports 6) Public Web Access, Utilities 7) Finance Farragut will conduct a review session with Customer's management team to review gaps identified during these sessions.					
Project Management Process Foundation	Farragut will assign a Project Manager to manage and coordinate all activities with the customer. Farragut will work with the Customer to create a project management and communication plan.	Customer will assign a Project Manager to manage and coordinate activities with Farragut. Customer Project Manager will work with Farragut to create a project management and communication plan.			Communication and Project Management process are documented. Farragut and Customer commitment and signed-off to defined processes	
Change Order Management Foundation	Farragut will provide documented change order process. Farragut will review process with Customer to align expectations. Farragut will provide documentation for Customer to use when requesting changes to the project scope and schedules.	Customer staff available to review documented change order process with Farragut.			Customer and Farragut mutual commitment and sign-off to change order process	

Project Initiation Services	Farragut Responsibilities	Customer Responsibilities	Start Date	Finish Date	Completion Criteria	Fees
Customer Change Management Confirmation	Farragut will support Customer established and led organization change management processes.	Customer is responsible for preparing and leading staff for the required changes in business process and staff roles.				
Finalize SOW and Project Plan	Farragut will work with Customer to modify initial SOW and Project Plan to accommodate Customer's business needs.	Customer will work with Farragut to modify initial SOW and Project Plan where needed to accommodate Customer's business needs.			Initial SOW and Project Plan is revised and signed by Farragut and Customer.	
TOTAL						\$19,600

Land Records & CAMA Implementation Plan

LRC Services	Farragut Responsibilities	Customer Responsibilities	Start Date	Finish Date	Completion Criteria	Fees
PHASE 1: LRC PREPARATION						
Project Planning and Management	Farragut will create and review with Customer the detailed Phase 1 Project Plan and high-level Phase 2 Project Plan. The detailed Phase 2 plan will be completed and reviewed at the end of Phase 1. Farragut will support Customer leaders in preparing staff for the coming changes in business processes.	Customer project manager (along with leaders of LRC & IT) will work with Farragut project manager to complete the project planning for Phases 1 & 2. Customer leaders will prepare staff for the coming changes in business processes.			Project Plan commitment & sign-off by Farragut and Customer. Project Kick-Off Meeting completed.	\$36,190
Data Conversion Structure Education	Farragut will conduct 2 days of sessions to educate the Customer on the LRC database structure and Farragut's Business Data Collection file format.	Customer staff will participate in these sessions. Customer will document their data transformation plan, with support from Farragut.			Customer understands Farragut's Business Data Collection file format. Customer data transformation plan is documented and signed-off by Customer and Farragut.	\$3,010
PHASE 2: LRC IMPLEMENTATION						

LRC Services	Farragut Responsibilities	Customer Responsibilities	Start Date	Finish Date	Completion Criteria	Fees
Data Conversion & Reports Reconciliation	<p>Farragut, using Standard Data files provided by the Customer, will populate Customer legacy data into the NCPTS database in accordance with NC statutes.</p> <p>Farragut will use automated data migration tools to help verify that the legacy data has been transformed and populated correctly into the NCPTS database. Farragut will provide the Customer with a report detailing any discrepancies found during this migration.</p> <p>Farragut will migrate those data elements that are required and supported by NCPTS. Any additional data required by customer will be subject to additional costs.</p> <p>Once the data has been migrated into NCPTS, Farragut will perform Value Matching calculations. Farragut will identify any data elements that fall outside of agreed upon acceptable ranges. Farragut will work with Customer to identified reasons for value discrepancies and steps for correction, either through Customer data transformation or Farragut adjustments.</p>	<p>Customer will provide legacy data in the Farragut Standard File format at multiple times throughout the project.</p> <p>Customer, along with Farragut, will review results of detailed discrepancy report. Customer will make necessary changes to reconcile discrepancies.</p> <p>Customer will work with Farragut to determine best method for reconciling value matching discrepancies.</p> <p>Customer will identify a subset of parcels in legacy data to be verified manually.</p>			<p>Database is generated utilizing the Customer's data files and Farragut's Standard Migration tool.</p> <p>Data value matching is completed with value match within agreeable tolerance.</p> <p>Manual verification of legacy data is completed during training sessions.</p>	\$206,000
System Installation & Configuration	<p>Farragut will provide Customer with application software, installation instructions, configuration requirements and database.</p>	<p>Customer will create a system environment that meets or exceeds Farragut's minimum recommended environment in the Hardware Specification document.</p> <p>Customer (with Farragut's help if needed) will install the application and upload the provided databases.</p> <p>Customer will provide Farragut staff with remote access to their environments for troubleshooting and support.</p>			<p>Customer application environments successfully created.</p>	\$80,783

LRC Services	Farragut Responsibilities	Customer Responsibilities	Start Date	Finish Date	Completion Criteria	Fees
MapMetrics Integration	<p>Farragut will provide application software for installation on both the Customer's test and production environments.</p> <p>Farragut will configure both the test and production MapMetrics servers.</p> <p>Farragut will provide information of required layers for map services.</p>	<p>Customer will provide map services published on ESRI's ArcGIS for Server (Standard License) software.</p> <p>Customer will create and publish map services to configure in MapMetrics for test and production environment.</p> <p>Customer will provide Farragut with access to the test and production environments to configure the MapMetrics server application.</p>			<p>MapMetrics is operational on the customer network and ready for User Acceptance Testing to begin</p> <p>MapMetrics is in use for production GIS analysis of LRC data.</p>	\$14,000
ParcelSync Integration	<p>Farragut will conduct a 1-day meeting to discuss GIS data conversion, parcel mapping workflow and supporting IT infrastructure</p> <p>Farragut will convert the Customer's GIS data into the ParcelSync data model, configure the mapping transaction types as agreed and provide a database backup file.</p> <p>Following Customer review of this first draft configuration, Farragut refines the data conversion and workflow definitions and delivers an updated database backup file.</p> <p>Farragut will perform a final GIS data conversion to the ParcelSync data model and provide the final ParcelSync database file to the Customer.</p>	<p>Customer will make appropriate staff available to provide Farragut staff information regarding GIS data, parcel mapping procedures, and supporting infrastructure</p> <p>Customer will create ParcelSync database utilizing the Farragut provided database backup for both test and production environments.</p> <p>Customer will provide a permanent mapping workstation with ArcMap software for use by Farragut to use for test and training. Customer will create production desktop profiles for parcel mapping staff.</p> <p>Customer will provide Farragut remote access to the above machines via VPN or similar means.</p> <p>Customer will provide the production ArcSDE server with appropriate ESRI software licenses and supporting database product licenses.</p>			<p>ParcelSync integrated with LRC is operational on the Customer network and ready for User Acceptance Testing to begin</p> <p>ParcelSync integrated with LRC is in use for production parcel mapping and creation of LRC records.</p>	\$28,000