



## AGENDA | REGULAR TOWN COUNCIL MEETING

**PLEASE NOTE:** Thursday, November 21, 2024 at 6:00 PM  
Council Chambers - Apex Town Hall, 73 Hunter Street

The meeting will adjourn when all business is concluded or 10:00 PM, whichever comes first

### **Town Council and Town Senior Executive Leadership**

Mayor: Jacques K. Gilbert | Mayor Pro-Tempore: Edward Gray  
Council Members: Audra Killingsworth; Brett D. Gantt; Terry Mahaffey; Arno Zegerman  
Town Manager: Randal E. Vosburg  
Deputy Town Manager: Shawn Purvis  
Assistant Town Managers: Demetria John and Marty Stone  
Town Clerk: Allen L. Coleman | Town Attorney: Laurie L. Hohe

## COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

## CONSENT AGENDA

All Consent Agenda items are considered routine, to be enacted by one motion with the adoption of the Consent Agenda, and without discussion. If a Council Member requests discussion of an item, the item may be removed from the Consent Agenda and considered separately. The Mayor will present the Consent Agenda to be set prior to taking action on the following items:

- CN1 Agreements - Wake Transit Funding Agreements - Go Apex Funding FY25 - General Operating Agreement for Bus Operations - Community Funding Area Program Wake Transit FY 2025 and General Capital Funding Agreement Community Funding Area Program for Bus Infrastructure Wake Transit FY25**  
*Katie Schwing, Senior Planner - Long Range Transit, Planning Department*
- CN2 Agreement - Sontiq, Inc. dba Identify Force - Identity Theft/Credit Report Monitoring - Employees and Post-65 Retirees - Eligible for Auto Renew Annually**  
*Mary Beth Manville, Director, Human Resources Department*
- CN3 Agreement Amendment - HireRight, LLC - Additional New Hire Services - Motor Vehicle Record Check and Reference Check**  
*Mary Beth Manville, Director, Human Resources Department*
- CN4 Agreement - Lease Agreement - Quadient Leasing - Postage Machine Town Hall and Apex Police Department through November 30, 2027**  
*Steve Maynard, Contracts and Purchasing Manager, Finance Department*

## **PRESENTATIONS**

### **PR1 Emergency Management Program Overview**

*Taylor Sanchez, Emergency Management Coordinator, Apex Fire Department (AFD)*

## **REGULAR MEETING AGENDA**

Mayor Gilbert will call for additional Agenda items from Council or Staff and set the Regular Meeting Agenda prior to Council actions.

## **PUBLIC FORUM**

Public Forum allows the public an opportunity to address the Town Council. The speaker is requested not to address items that appear as Public Hearings scheduled on the Regular Agenda. The Mayor will recognize those who would like to speak at the appropriate time. Large groups are asked to select a representative to speak for the entire group. Comments must be limited to 3 minutes to allow others the opportunity to speak.

## **PUBLIC HEARINGS**

### **PH1 Western Big Branch Area Plan: Encompassing Portions of the Friendship and New Hill Communities**

*Jenna Shouse, Senior Planner – Long Range, Planning Department*

## **NEW BUSINESS**

### **NB1 Electric Utilities Updates**

*Eric Neumann, Director, Electric Utilities Director*

## **UPDATES BY TOWN MANAGER**

## **CLOSED SESSION**

Council will enter into closed session pursuant to:

### **CS1 Randy Vosburg, Town Manager**

**NCGS §143-318.11(a)(1):**

*"To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes."*

**CS2 Laurie Hohe, Town Attorney**

**NCGS §143-318.11(a)(3):**

*"To consult with an attorney employed or retained by the public body in order to preserve the attorney client privilege between the attorney and the public body."*

**CS3 Mayor Jacques K. Gilbert**

**NCGS §143-318.11(a)(6):**

*"To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee."*

**CS4 Mayor Jacques K. Gilbert**

**NCGS §143-318.11(a)(6):**

*"To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee."*

**CS5 Mayor Jacques K. Gilbert**

**NCGS §143-318.11(a)(6):**

*"To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee."*

**ADJOURNMENT**

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 21, 2024

## Item Details

Presenter(s): Katie Schwing, Senior Planner - Long Range Transit

Department(s): Planning

### Requested Motion

Motion to approve a General Operating Agreement between Research Triangle Regional Public Transportation Authority (Go Triangle) and Capital Area Metropolitan Planning Organization (CAMPO) and the Town of Apex, effective until December 31, 2025, for Bus Operations - Community Funding Area Program Wake Transit FY 2025 and to authorize the Town Manager, or their designee, to sign on behalf of the Town.

Motion to approve a General Capital Funding Agreement between Research Triangle Regional Public Transportation Authority (Go Triangle) and Capital Area Metropolitan Planning Organization (CAMPO) and the Town of Apex, effective until December 31, 2027, for Bus Infrastructure - Community Funding Area Program Wake Transit FY 2025 and to authorize the Town Manager, or their designee, to sign on behalf of the Town.

### Approval Recommended?

Yes

### Item Details

The Town of Apex's adopted budget includes funding for: (1) operating GoApex Route 1 and GoApex Door to Door complementary ADA paratransit service, and (2) improving bus stops and providing sidewalk connections for GoApex Route 1. The Planning Department applied for and was awarded matching funding through the Wake Transit Community Funding Area Program (CFAP) for these budgeted projects. The subject agreements between Town of Apex, Capital Area Metropolitan Planning Organization (CAMPO), and Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle, establish the terms of the funding agreements and responsibilities of each party. Based on the agreements, Wake Transit funds up to the following amounts would be awarded to the Town of Apex on a reimbursement basis:

- (1) \$467,774: General Operating Agreement for Bus Operations - Community Funding Area Program Wake Transit FY 2025
- (2) \$110,000: General Capital Funding Agreement Community Funding Area Program for Bus Infrastructure Wake Transit FY 2025



The CFAP provides a 50% match for eligible project expenses. The Town of Apex local funding match would be provided through local funds. The Town of Apex partners with the Town of Cary to operate the fixed route service and Wake County to operate the paratransit service.

#### Attachments

- CN1-A1: General Operating Agreement for Bus Operations – Community Funding Area Program Wake Transit FY2025
- CN1-A2: Exhibit A – General Operating for Bus Operations
- CN1-A3: General Capital Funding Agreement Community Funding Area Program for Bus Infrastructure Wake Transit FY 2025
- CN1-A4: Exhibit A – General Capital Funding for Bus Infrastructure



GENERAL OPERATING AGREEMENT  
FOR BUS OPERATIONS – COMMUNITY FUNDING AREA PROGRAM

WAKE TRANSIT FY 2025

This Operating Agreement ("Agreement") is made by and between Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle ("GoTriangle") and the Town of Apex ("Implementing Party") and the Capital Area Metropolitan Planning Organization ("CAMPO"). The foregoing may collectively be referred to as "Parties."

WHEREAS, the Parties to Agreement, who have or may have specific roles in the implementation of public transit and the support of public transit infrastructure in the Wake County area, have determined that it is in their best interest and the best interest of the constituents they represent to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, an extensive community driven process was used to develop a strategic transit vision document that set forth an enhanced public transit plan for Wake County, referred to as the "Wake County Transit Plan" ("Wake Transit Plan"), and this plan was unveiled on or about December 8, 2015, and adopted by the GoTriangle Board of Trustees on May 25, 2016, the Capital Area Metropolitan Planning Organization's ("CAMPO") Executive Board on May 18, 2016, and the Wake County Board of Commissioners on June 6, 2016; and was subsequently updated and adopted by the CAMPO Executive Board on April 21, 2021, and the GoTriangle Board of Trustees on April 28, 2021; and

WHEREAS, in conjunction with the Wake Transit Plan, GoTriangle, Wake County, and CAMPO (collectively, "the Governance ILA Parties") adopted the Wake Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Wake Transit Plan by and through the annual Wake Transit Work Plan; and

WHEREAS, pursuant to Section 3.02c of the Governance ILA, CAMPO has been designated as the lead agency for administering the Community Funding Area Program and has the authority to enter into this Agreement and enforce the provisions thereof and is a necessary Party to this Agreement; and

WHEREAS, the Governance ILA specifically created the Transit Planning Advisory Committee ("TPAC") and charged the TPAC with coordinating and recommending the planning and implementation aspects of the Wake Transit Work Plan; and

WHEREAS, the Governance ILA Parties, together with the Implementing Party, numerous Wake County municipalities, and other entities, entered into a Master Participation Agreement (“Participation Agreement”), which, among other purposes, established standards that govern the Participation Agreement Parties’ eligibility for inclusion of sponsored Implementation Elements in the Wake Transit Work Plan, receipt of funding allocations from Wake County Transit Tax Revenue, and confirmed the Participation Agreement Parties’ roles in carrying out TPAC responsibilities; and

WHEREAS, the FY 2025 Wake Transit Work Plan was developed and recommended by the TPAC, presented for public comment, and adopted, as required, by the Boards of CAMPO and GoTriangle; and

WHEREAS, the FY 2025 Triangle Tax District Wake Operating Ordinance was adopted by the GoTriangle Board of Trustees August 7, 2024; and

WHEREAS, the Parties desire to implement the components of the FY 2025 Wake Transit Work Plan as adopted by GoTriangle and CAMPO; and

WHEREAS, as stated in the Participation Agreement, all Implementation Elements contained in the Wake Transit Work Plan, whether partially or fully funded with Wake County Transit Tax Revenues, will not move forward until Implementation Agreements, which shall include a Capital Funding Agreement and an Operating Agreement, are executed by and between the Implementing Party; GoTriangle, as administrator of the Special District, and CAMPO, if the Implementing Agreement involves federal or state funding that is otherwise under the distribution and program management responsibility of CAMPO or, regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104; and

WHEREAS, no Implementation Elements awarded funding through the Community Funding Area Program will move forward until an Implementation Agreement, which shall include Capital Funding Agreements or Operating Agreements, is executed by and between the Implementing Party; GoTriangle, as administrator of the Special District; and CAMPO.

WHEREAS, the Parties are authorized to enter into this Agreement pursuant

2

General Operating Agreement for Bus Operations  
Community Funding Area Program  
GoTriangle, CAMPO, Apex  
August 2024 FY25  
Final Version  
Contract # 24-039

to, inter alia, N.C.G.S. §§ 160A-20.1; 160A-312; 160A-313; 160A-610; 153A-275; 153A-276; and 153A-449.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the Parties hereto agree as follows:

1. **Term:**

The Agreement shall become effective upon execution by all Parties (“Effective Date”). The term of this Agreement shall be from the Effective Date until December 31, 2025. The Parties may extend the term of this Agreement or may otherwise amend this Agreement as set forth in Section 7.

2. **Purpose:**

The purpose of this Agreement is to outline the details of how the Project(s) listed in Exhibit A attached hereto and incorporated herein by reference, being an approved Project(s) in the Wake County Transit Annual Work Plan, shall be implemented, in accordance with the requirements of the Participation Agreement.

3. **Responsibilities:**

A. **Responsibilities of the Implementing Party.**

- (1) The Implementing Party shall provide the Projects listed in Exhibit A and fund the cost of the Projects on an up-front basis, except as provided herein. The Implementing Party is responsible for ensuring funds are available to pay for the Projects prior to requesting reimbursement from GoTriangle.
- (2) The Wake Transit Work Plan Reimbursement Request and Financial Report Template (“Reimbursement Request Template”) must be submitted by the Implementing Party at least quarterly but may be as often as is efficient and effective for the Implementing Party. The reimbursement request shall be emailed to [waketransitreimbursement@gotriangle.org](mailto:waketransitreimbursement@gotriangle.org) with a copy to CAMPO, specifically [Ben.Howell@campo-nc.us](mailto:Ben.Howell@campo-nc.us).

All Reimbursement Requests must be made using the Wake Transit Work Plan Reimbursement Request and Financial Report template agreed to by the Parties and must include a signed statement by the Implementing Party’s Finance Officer or designee stating that funds were spent in accordance with the Wake Transit Work Plan and with all applicable laws, rules, and

regulations, and that the Reimbursement Request includes items due and payable. All Reimbursement Requests shall be based on actual expenses incurred as recorded in the financial system.

- (3) In special circumstances where an advance payment may be required, Reimbursement Requests must be submitted using the Reimbursement Request Template and with a justification for the advance payment request. Advance payments received by the Implementing Party must be disbursed within 72 hours of receipt from GoTriangle.
- (4) Any performance on which an Implementing Party receives reimbursement must be performed by June 30 of that fiscal year.
- (5) Reimbursement Requests for expenses incurred as of June 30, 2025 shall be submitted by August 10 for the fiscal year in which the work was done.
- (6) Further, the Implementing Party shall:
  - (a) Ensure that Wake Transit funds provided by GoTriangle are not misappropriated or misdirected to any other account, need, project, or line item, other than as listed in Exhibit A. The Implementing Party shall have an obligation to return any reimbursed or advanced payments that were misappropriated or expended outside the approved Project(s) listed in Exhibit A.
  - (b) Ensure that a minimum of 50 percent of the total costs associated with the project, as described in Exhibit A, are expended from the Implementing Party's funds that were demonstrated through its application to the Community Funding Area Program to be provided as the required matching funds for the program. All Reimbursement Requests submitted by the Implementing Party shall detail total costs expended for the project along with the reimbursable amount. The total of Reimbursement Requests for reimbursable costs shall not exceed the amount allocated to the project as described in Exhibit A.
  - (c) Monitor award activities, to include sub-awards, to provide reasonable assurance that funds are spent in compliance with applicable requirements. Responsibilities include accounting for receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.
  - (d) Maintain a financial management system adequate for monitoring the accumulation of costs.

- (e) Meet with staff from CAMPO within sixty (60) days of the execution of this agreement to discuss the scope of work, timeline, reporting requirements, public engagement activities, reimbursement requirements for the project, as well as to discuss a schedule for any subsequent project oversight meetings.
- (7) The Implementing Party shall coordinate with CAMPO to ensure the Project is considered for inclusion in the CAMPO Transportation Improvement Program.

**B. Responsibilities of GoTriangle.**

- (1) GoTriangle, as administrator of the Triangle Tax District, shall have the responsibilities and duties as set forth in the Governance ILA, including appropriating funds from the FY 2025 Triangle Tax District Wake Operating Ordinance in accordance with the Governance ILA. The specific appropriation and approved project budgets are further detailed in Exhibit A and in the FY 2025 Wake Transit Work Plan.
- (2) GoTriangle, upon receipt of a Reimbursement Request, shall verify within five business days whether the Reimbursement Request is complete; is within the approved budget; is within the annual work plan; and is in accordance with the Wake Transit Billing, Payment, and Reimbursement Policy and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017 and subsequently amended and adopted by GoTriangle on June 23, 2021 and CAMPO on June 16, 2021. Payment will be remitted within thirty (30) days of verification to the Implementing Party according to the payment instructions on file.

If GoTriangle is unable to verify the Reimbursement Request, GoTriangle shall, within two (2) business days, notify the Implementing Party in writing of the deficiencies in the Reimbursement Request. The Implementing Party may thereafter submit a revised Reimbursement Request ("Revised Reimbursement Request"), which shall be verified within five business days of receipt. If the Revised Reimbursement Request is denied, CAMPO or the Implementing Party may place the item on the next TPAC agenda for discussion and a recommendation to GoTriangle, CAMPO, and the Implementing Party.

- (3) Where advance payments are requested, GoTriangle, after due consideration of the request, will remit funds via payment instructions on file.
- (4) All disbursements from GoTriangle shall be in accordance with North Carolina

General Statute 159 Article 3, known as the North Carolina Budget and Fiscal Control Act, and the Wake Transit Financial Policies and Guidelines, adopted by GoTriangle on June 28, 2017, and CAMPO on June 21, 2017, and subsequently amended and adopted by GoTriangle on June 23, 2021 and CAMPO on June 16, 2021.

C. Responsibilities of CAMPO

- (1) CAMPO shall work with the Implementing Party to have the Project considered for inclusion in the CAMPO Transportation Improvement Program.
- (2) Within five (5) business days of receiving a Reimbursement Request from the Implementing Party, CAMPO shall verify that the Reimbursement Request is complete, is within the approved budget, and is consistent with the scope of the project as reflected in Exhibit A and any other applicable scope-related attachments or exhibits to this Agreement.
- (3) Meet with staff from the Implementing Party within sixty (60) days of the execution of this agreement to discuss scope of work, timeline, reporting requirements, public engagement activities, reimbursement requirements for the project, as well as to discuss a schedule for any subsequent project oversight meetings.

4. Minimum Service Standards:

For the Projects listed in Exhibit A, the Implementing Party agrees to provide for:

- A. Maintenance of all vehicles and facilities in accordance with a preventative maintenance program.
- B. Maintenance of all vehicles and facilities in a safe and dependable condition and cleaning of all vehicles and facilities regularly.
- C. Monitoring of services and responding to incidents in a timely and professional manner.
- D. Regular reviews of service including: safety, on-time performance, customer satisfaction, accessibility, cleanliness, security, and customer service training.
- E. Public engagement activities in accordance with state and federal guidelines and agency and municipal policies and procedures, if applicable.

5. Performance Reporting:

Unless otherwise agreed in writing between Parties, the Implementing Party shall report operating statistics and ridership to the National Transit Database

and to the North Carolina Department of Transportation Public Transportation Division.

The Implementing Agency also agrees to provide quarterly and annual reporting per the Master Participation Agreement for the Reported Deliverables as identified in Exhibit A using a Reporting Template agreed to by the Parties. The Implementing Agency shall include in its quarterly reports any details of issues that may impact delivery of the Projects identified in Exhibit A

The Annual Wake Transit Report prepared by GoTriangle shall provide information regarding how strategic public transit objectives have been met and shall include the performance achieved, the strategies being followed, and performance targets and key milestones for capital projects and operating services.

Quarterly Status Reports prepared by GoTriangle and/or CAMPO shall provide information regarding progress toward strategic objectives outlined in the Wake Transit Work Plan and include the performance achieved, the strategies being following, and performance targets and key milestones for Capital Projects and operating services identified in the Wake Transit Work Plan. GoTriangle shall include in its Quarterly Status Reports any details of issues that may impact delivery of funding for the Projects identified in Exhibit A.

The Parties agree to share supporting documentation, if requested, in addition to their quarterly and annual reporting, in a timely manner.

6. **Further Agreements:**

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.

7. **Amendment:**

Any extension of the term of this Agreement and/or change to the content of this Agreement shall be by written amendment signed by all Parties.



## 8. **Breach; Termination:**

In the event that (1) the Implementing Party is not able or fails to provide a Project(s) as required by the Agreement; or (2) GoTriangle is not able or fails to provide funding for a Project(s) as required by the Agreement; or (3) GoTriangle fails to fulfill its responsibilities and duties as set out in the Governance ILA; or (4) any Party fails to fulfill a responsibility or duty of this Agreement; or (5) any Party withdraws from the Master Participation Agreement (separately each a “breach”), any Party to this Agreement shall notify the Clerk to the TPAC Committee and the other Parties to this Agreement. The Non-Breaching party may place the item on a TPAC agenda for discussion and a non-binding recommendation to the Parties.

The Non-breaching Party may provide the Breaching Party with a period of time to cure the breach to the reasonable satisfaction of the Non-breaching Party. If the breach is not timely cured, or cannot be cured, the Non-breaching Party may (1) elect to terminate this Agreement in full; or (2) elect to terminate this Agreement only as to one or more Projects listed in Exhibit A. In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

In the event the Agreement is terminated for any reason other than by the end of the Term of the Agreement:

- (a) The Implementing Party shall not be required to continue implementing the Projects, but may elect to continue implementing the Projects using funds from sources other than the Wake Transit Tax.
- (b) GoTriangle shall reimburse the Implementing Party for any expenses for the Projects that have been approved in the annual work plan and made in reliance on this Agreement, whether or not a Reimbursement Request has been made by Implementing Party at the time of termination. The Implementing Party shall have sixty (60) days after the date of termination to submit all Reimbursement Requests.
- (c) The Implementing Party shall report the final status for its deliverable and GoTriangle shall do a final quarterly report and shall issue the annual report required by this Agreement.

## 9. **ADA and Paratransit Requirements:**

The Implementing Party shall provide paratransit service as required by law within the ADA-required radius of the all-day fixed-route bus services implemented as Projects pursuant to this Agreement.

10. **Record Retention:**

All parties must adhere to record retention guidelines as set forth in North Carolina General Statutes or federal guidelines as appropriate

11. **Notices:**

Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested and addressed as follows:

If to GoTriangle:

GoTriangle  
Attn: President and CEO  
GoTriangle  
4600 Emperor Blvd  
Durham, NC 27703

And with a copy to:

GoTriangle  
Attn: General Counsel  
GoTriangle  
4600 Emperor Blvd  
Durham, NC 27703

If to Clerk to the TPAC Committee:

CAMPO  
Attn: Clerk to the TPAC Committee  
One Fenton Main Street, Suite 201  
Cary, NC 27511

If to CAMPO:

CAMPO  
Attn: Executive Director  
One Fenton Main Street, Suite 201  
Cary, NC 27511

If to Town of Apex:

Town of Apex  
Attn: Deputy Town Manager  
Apex Town Hall  
73 Hunter Street  
P.O. Box 250  
Apex, NC 27502

And with a copy to:  
Town of Apex  
Attn: Town Attorney  
Apex Town Hall  
73 Hunter Street  
P.O. Box 250  
Apex, NC 27502

12. **Representations and Warranties:**

The Parties each represent, covenant and warrant for the other's benefit as follows:

- A. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and the individuals signing this Agreement have the right and power to do so. This Agreement is a valid and binding obligation of each Party.
- B. To the knowledge of each Party, neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party is bound, or constitutes a default under any of the foregoing.
- C. To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.
- D. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Operating Agreement.

13. **Merger and Precedence:**

The provisions of this Agreement, including all Exhibits and attachments, constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

Notwithstanding the foregoing, in the event of any inconsistency or conflict between this Agreement and the Participation Agreement or the Governance ILA, the terms of the Participation Agreement and Governance ILA have precedence.

14. **Dispute Resolution:**

In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.

15. **No Waiver of Non-Compliance with Agreement:**

No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

16. **Governing Law:**

The Parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.

17. **Assignment:**

No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

18. **Independence of the Parties:**

Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from those in this Agreement.

19. **Execution in Counterparts/Electronic Version of Agreement:**

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Any Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

20. **No Waiver of Sovereign Immunity:**

Nothing in this Agreement shall be construed to mandate purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law.

21. **No Waiver of Qualified Immunity:**

No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

22. **Verification of Work Authorization; Iran Divestment Act:**

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. The Parties hereby certify that they, and all permitted subcontractors, if any, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.59.

23. **No third-Party Beneficiaries:**

12

General Operating Agreement for Bus Operations  
Community Funding Area Program  
GoTriangle, CAMPO, Apex  
August 2024 FY25  
Final Version  
Contract # 24-039

There are no third-party beneficiaries to this Agreement.

24. **E – Verify:**

Implementing Party shall comply with *E-Verify*, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 *et seq.* In addition, to the best of Implementing Party's knowledge, any subcontractor employed by Implementing Party as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 *et seq.* In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

25. **Companies Boycotting Israel Divestment Act Certification:**

Implementing Party certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

26. **Electronic Signatures:**

Parties acknowledge and agree that the electronic signature application Adobe Sign may be used to execute this Agreement and any associated documents. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the Adobe Sign application, Parties consent to be legally bound by the terms and conditions of this Agreement and that such act constitutes Parties' signatures as if signed by Parties in writing. Parties also agree that no certification authority or other third-party verification is necessary to validate the electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the electronic signature. Parties acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby, through the Adobe Sign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

**SIGNATURE PAGES FOLLOW**

<p><b>RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (d/b/a GoTriangle)</b></p> <p>By: _____ Charles E. Lattuca President and CEO</p> <p>This, the ____ day of _____, 2024.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Jennifer Hayden, Interim Chief Financial Officer for GoTriangle</p> <p>This, the ____ day of _____, 2024.</p>
	<p>Reviewed and Approved as to legal form.</p> <p>_____ T. Byron Smith, General Counsel</p>

NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION "CAMPO"

By: \_\_\_\_\_  
Chris Lukasina, Executive Director

Attest:

By: \_\_\_\_\_  
Ben Howell, Wake Transit Program Manager



<p><b>TOWN OF APEX</b></p> <p>By: _____ Randal E. Vosburg, Town Manager</p> <p>This, the ____ day of _____, 2024.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____</p> <p>Antwan Morrison, Finance Director</p> <p>This, the ____ day of _____, 2024.</p>
<p>ATTEST:</p> <p>By: _____ Allen Coleman, Town Clerk</p>	

# GO FORWARD

A COMMUNITY INVESTMENT IN TRANSIT

## Exhibit A

Implementing /Operating Agency	Town of Apex	Parties to Agreement:	Town of Apex, CAMPO, GoTriangle
Total Bus Operations Appropriation	\$467,774		
Project	<u>GoApex Route 1: Fixed- Route Circulator</u>		
Project ID from Work Plan	TO005-BF		
FY 2025 Budget	\$467,774 for project or as amended by the adopted work plan		
Scope	The project description and scope for the project included in the Implementing Party's FY 2025 Community Funding Area Program project funding application and the project description included in the FY2025 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.		
Expected Implementation Date	7/1/2024		
Reported Deliverables	<ol style="list-style-type: none"><li>1. Revenue hours of service</li><li>2. Ridership</li><li>3. Passenger boardings per revenue hour</li><li>4. Operating cost per passenger boarding</li><li>5. On-time performance</li></ol>		
Contract # 24-039			

GENERAL CAPITAL FUNDING AGREEMENT  
COMMUNITY FUNDING AREA PROGRAM  
FOR BUS INFRASTRUCTURE

WAKE TRANSIT FY 2025

This Capital Funding Agreement ("Agreement") is made by and between Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle ("GoTriangle") and the Town of Apex ("Implementing Party") and the Capital Area Metropolitan Planning Organization ("CAMPO"). The foregoing may collectively be referred to as "Parties."

WHEREAS, the Parties to Agreement, who have or may have specific roles in the implementation of public transit and the support of public transit infrastructure in the Wake County area, have determined that it is in their best interest and the best interest of the constituents they represent to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, an extensive community driven process was used to develop a strategic transit vision document that set forth an enhanced public transit plan for Wake County, referred to as the "Wake County Transit Plan" ("Wake Transit Plan"), and this plan was unveiled on or about December 8, 2015, and adopted by the GoTriangle Board of Trustees on May 25, 2016, the Capital Area Metropolitan Planning Organization's ("CAMPO") Executive Board on May 18, 2016, and the Wake County Board of Commissioners on June 6, 2016; and was subsequently updated and adopted by the CAMPO Executive Board on April 21, 2021, and the GoTriangle Board of Trustees on April 28, 2021; and

WHEREAS, in conjunction with the Wake Transit Plan, GoTriangle, Wake County, and CAMPO (collectively, "the Governance ILA Parties") adopted the Wake Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Wake Transit Plan by and through the annual Wake Transit Work Plan; and

WHEREAS, pursuant to Section 3.02c of the Governance ILA, CAMPO has been designated as the lead agency for administering the Community Funding Area Program and has the authority to enter into this Agreement and enforce the provisions thereof and is a necessary Party to this Agreement; and

WHEREAS, the Governance ILA specifically created the Transit Planning Advisory Committee ("TPAC") and charged the TPAC with coordinating and

recommending the planning and implementation aspects of the Wake Transit Work Plan; and

WHEREAS, the Governance ILA Parties, together with the Implementing Party, numerous Wake County municipalities, and other entities, entered into a Master Participation Agreement (“Participation Agreement”), which, among other purposes, established standards that govern the Participation Agreement Parties’ eligibility for inclusion of sponsored Implementation Elements in the Wake Transit Work Plan, receipt of funding allocations from Wake County Transit Tax Revenue, and confirmed the Participation Agreement Parties’ roles in carrying out TPAC responsibilities; and

WHEREAS, the FY 2025 Wake Transit Work Plan was developed and recommended by the TPAC, presented for public comment, and adopted, as required, by the Boards of CAMPO and GoTriangle; and

WHEREAS, the FY 2025 Triangle Tax District Wake Operating Ordinance was adopted by the GoTriangle Board of Trustees on August 7, 2024; and

WHEREAS, the Parties desire to implement the components of the FY2025 Wake Transit Work Plan as adopted by GoTriangle and CAMPO; and

WHEREAS, as stated in the Participation Agreement, all Implementation Elements contained in the Wake Transit Work Plan, whether partially or fully funded with Wake County Transit Tax Revenues, will not move forward until Implementation Agreements, which shall include Capital Funding Agreements and Operating Agreements are executed by and between the Implementing Party; GoTriangle, as administrator of the Special District, and CAMPO, if the Implementing Agreement involves federal or state funding that is otherwise under the distribution and program management responsibility of CAMPO or, regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104; and

WHEREAS, no Implementation Elements awarded funding through the Community Funding Area Program will move forward until an Implementation Agreement, which shall include Capital Funding Agreements or Operating Agreements, is executed by and between the Implementing Party; GoTriangle, as administrator of the Special District; and CAMPO; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to, inter alia, N.C.G.S. §§ 160A-20.1; 160A-312; 160A-313; 160A-610; 153A-275;

153A-276; and 153A-449.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the Parties hereto agree as follows:

1. **Term:**

The Agreement shall become effective upon execution by all Parties (“Effective Date”). The term of this Agreement shall be from the Effective Date until December 31, 2027. The Parties may extend the term of this Agreement or may otherwise amend this Agreement as set forth in Section 6.

2. **Purpose:**

The purpose of this Agreement is to outline the details of how the Project(s) listed in Exhibit A attached hereto and incorporated herein by reference, being an approved Project(s) in the Wake County Transit Annual Work Plan, shall be implemented, in accordance with the requirements of the Participation Agreement.

3. **Responsibilities:**

A. Responsibilities of the Implementing Party.

- (1) The Implementing Party shall provide the Projects listed in Exhibit A and fund the cost of the Projects on an up-front basis, except as provided herein. The Implementing Party is responsible for ensuring funds are available to pay for costs incurred related to Project phases, or invoices, prior to requesting reimbursement from GoTriangle, except in instances where advance payments are requested. Implementing parties may utilize pre-award authority for Capital projects requiring immediate implementation. Pre-award authority may not be exercised until the annual budget has been recommended by the TPAC and adopted by CAMPO and GoTriangle.
- (2) The Wake Transit Work Plan Reimbursement Request and Financial Report Template (“Reimbursement Requests”) must be submitted by the Implementing Party at least quarterly but may be as often as it is efficient and effective for the Implementing Party. The reimbursement request shall be emailed to [waketransitreimbursement@gotriangle.org](mailto:waketransitreimbursement@gotriangle.org) with a copy to [Ben.Howell@campo.nc.us](mailto:Ben.Howell@campo.nc.us).

All Reimbursement Requests must be made using the Wake Transit Work

Plan Reimbursement Request and Financial Report Template agreed to by the Parties and must include a signed statement by the Implementing Party's Finance Officer or designee stating that funds were spent in accordance with the Wake Transit Work Plan and with all applicable laws, rules, and regulations, and that the Reimbursement Request includes items due and payable. All Reimbursement Requests shall be based on actual expenses incurred as recorded in the financial system.

- (3) In special circumstances where an advance payment may be required, Reimbursement Requests must be submitted using the Reimbursement Request Template and with a justification for the advance payment request. Advance payments received by the Implementing Party must be disbursed within 72 hours of receipt from GoTriangle.
- (4) Any work for which an Implementing Party receives reimbursement must be performed by June 30 of that fiscal year.
- (5) Reimbursement Requests for expenses incurred as of June 30 shall be submitted by August 10 for the fiscal year in which the work was done.
- (6) Further, the Implementing Party shall:
  - (a) Ensure that Wake Transit funds provided by GoTriangle are not misappropriated or misdirected to any other account, need, project, or line item, other than as listed in Exhibit A. The Implementing Party shall have an obligation to return any reimbursed or advanced payments that were misappropriated or expended outside the approved Project(s) listed in Exhibit A.
  - (b) Ensure that a minimum of 50 percent of the total costs associated with the project, as described in Exhibit A, are expended from matching (not Wake Transit) funds. All Reimbursement Requests submitted by the Implementing Party shall detail total costs expended for the project along with the reimbursable amount. The total of Reimbursement Requests for reimbursable costs shall not exceed the amount allocated to the project as described in Exhibit A.
  - (c) Monitor award activities, to include sub-awards, to provide reasonable assurance that funds are spent in compliance with applicable requirements. Responsibilities include accounting for receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.
  - (d) Maintain a financial management system adequate for monitoring the accumulation of costs.
  - (e) Follow all applicable Federal procurement and/or property acquisition

- processes.
- (f) Meet with staff from CAMPO within sixty (60) days of the execution of this agreement to discuss the scope of work, timeline, reporting requirements, public engagement activities, reimbursement requirements for the project, as well as to discuss a schedule for any subsequent project oversight meetings.
  - (g) Meet with staff from CAMPO for a mid-year project review meeting to discuss project progress and to address any technical issues with the project that may need attention. The mid-year review meeting may be held by phone or in person.

**B. Responsibilities of GoTriangle.**

- (1) GoTriangle, as administrator of the Triangle Tax District, shall have the responsibilities and duties as set forth in the Governance ILA, including appropriating funds from the FY 2025 Triangle Tax District Capital Ordinance in accordance with the Governance ILA. The specific appropriation and approved project budgets are further detailed in Exhibit A and in the FY 2025 Wake Transit Work Plan.
- (2) GoTriangle, upon receipt of a Reimbursement Request, shall verify within five business days whether the Reimbursement Request is complete; is within the approved budget; is within the annual work plan; and is in accordance with the Wake Transit Billing, Payment, and Reimbursement Policy and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017 and subsequently amended and adopted by GoTriangle on June 23, 2021 and CAMPO on June 16, 2021. Payment will be remitted within thirty (30) days of verification to the Implementing Party according to the payment instructions on file.

If GoTriangle is unable to verify the Reimbursement Request, GoTriangle shall, within two (2) business days, notify the Implementing Party in writing of the deficiencies in the Reimbursement Request. The Implementing Party may thereafter submit a revised Reimbursement Request ("Revised Reimbursement Request"), which shall be verified within five (5) business days of receipt. If the Revised Reimbursement Request is denied, the Implementing Party may place the item on the next TPAC agenda for discussion and a recommendation to GoTriangle and the Implementing Party.

- (3) Where advance payments are requested, GoTriangle, after due consideration of the request, will remit funds via payment instructions on file.

- (4) All disbursements from GoTriangle shall be in accordance with North Carolina General Statute 159 Article 3, known as the North Carolina Budget and Fiscal Control Act, and the Wake Transit Financial Policies and Guidelines, adopted by GoTriangle on June 28, 2017, and CAMPO on June 21, 2017, and subsequently amended and adopted by GoTriangle on June 23, 2021 and CAMPO on June 16, 2021

C. Responsibilities of CAMPO.

- (1) Within five (5) business days of receiving a Reimbursement Request from the Implementing Party, CAMPO shall verify that the Reimbursement Request is complete, is within the approved budget, and is consistent with the scope of the project as reflected in Exhibit A and any other applicable scope-related attachments or exhibits to this Agreement.
- (2) Meet with staff from the Implementing Party within sixty (60) days of the execution of this agreement to discuss the scope of work, timeline, reporting requirements, public engagement activities, reimbursement requirements for the project, as well as to discuss a schedule for any subsequent project oversight meetings.
- (3) Meet with staff from the Implementing Party for a mid-year project review meeting to discuss project progress and to address any technical issues with the project that may need attention. The mid-year review meeting may be held by phone or in person.

4. **Progress Reporting:**

Unless otherwise agreed in writing between Parties, the Implementing Party agrees to provide quarterly and annual reporting per the Master Participation Agreement for the Reported Deliverables as identified in Exhibit A using a Reporting Template agreed to by the Parties. This reporting shall be provided by the Implementing Party to GoTriangle and CAMPO within thirty (30) days following the end of each applicable quarter. The Implementing Party shall include in its quarterly reports any details of issues that may impact delivery of the Projects identified in Exhibit A. If the Implementing Party is allocating local funds towards Projects identified in Exhibit A, those expenditures shall be disclosed as part of its quarterly and annual reports.



The Annual Wake Transit Report prepared by GoTriangle shall provide information regarding how strategic public transit objectives have been met and shall include the progress achieved, the strategies being followed, and performance targets and key milestones for capital projects and operating services.

Quarterly Status Reports prepared by GoTriangle and/or CAMPO shall provide information regarding progress toward strategic objectives outlined in the Wake Transit Work Plan and include the performance achieved, the strategies being followed, and performance targets and key milestones for Capital Projects and operating services identified in the Wake Transit Work Plan. GoTriangle shall include in its Quarterly Status Reports any details of issues that may impact delivery of funding for the Projects identified in Exhibit A.

The Parties agree to share supporting documentation, if requested, in addition to their quarterly and annual reporting, in a timely manner.

5. **Further Agreements:**

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.

6. **Amendment:**

Any extension of the term of this Agreement and/or change to the content of this Agreement shall be by written amendment signed by all Parties.

7. **Breach; Termination:**

In the event that (1) the Implementing Party is not able or fails to provide a Project(s) as required by the Agreement; or (2) GoTriangle is not able or fails to provide funding for a Project(s) as required by the Agreement; or (3) GoTriangle fails to fulfill its responsibilities and duties as set out in the Governance ILA; or (4) any Party fails to fulfill a responsibility or duty of this Agreement; or (5) any Party

withdraws from the Master Participation Agreement (separately each a “breach”), any Party to this Agreement shall notify the Clerk to the TPAC Committee and the other Parties to this Agreement. The Non-breaching Party may place the item on a TPAC agenda for discussion and a non-binding recommendation to the Parties.

The Non-breaching Party may provide the Breaching Party with a period of time to cure the breach to the reasonable satisfaction of the Non-breaching Party. If the breach is not timely cured, or cannot be cured, the Non-breaching Party may (1) elect to terminate this Agreement in full; or (2) elect to terminate this Agreement only as to one or more Projects listed in Exhibit A. In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

In the event the Agreement is terminated for any reason other than by the end of the term of the Agreement:

- (a) The Implementing Party shall not be required to continue implementing the Projects, but may elect to continue implementing the Projects using funds from sources other than the Wake Transit Tax.
- (b) GoTriangle shall reimburse the Implementing Party for any expenses for the Projects that have been approved in the annual work plan and made in reliance on this Agreement, whether or not a Reimbursement Request has been made by Implementing Party at the time of termination. The Implementing Party shall have sixty (60) days after the date of termination to submit all Reimbursement Requests.
- (c) The Implementing Party shall report the final status for its deliverable and GoTriangle shall do a final quarterly report and shall issue the annual report required by this Agreement.

8. **Record Retention:**

All parties must adhere to record retention guidelines as set forth in North Carolina General Statutes or federal guidelines as appropriate.

9. **Notices:**

Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested and addressed as follows:

If to GoTriangle:  
GoTriangle  
Attn: President and CEO  
4600 Emperor Blvd  
Durham, NC 27703

And with a copy to:  
GoTriangle  
Attn: General Counsel  
4600 Emperor Blvd  
Durham, NC 27703

If to the Clerk to the TPAC Committee  
CAMPO  
Attn: Clerk to the TPAC Committee  
One Fenton Main Street, Suite 201  
Cary, NC 27511

If to the Town of Apex:  
Town of Apex  
Attn: Town Manager  
P.O. Box 250  
Apex, NC 27502

With a copy to:  
Town of Apex  
Attn: Town Attorney  
P.O. Box 250  
Apex, NC 27502

10. **Representations and Warranties:**

The Parties each represent, covenant and warrant for the other's benefit as follows:

A. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and the individuals signing this Agreement have the right and power to do so. This Agreement is a valid and binding obligation of each Party.

B. To the knowledge of each Party, neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party is bound, or constitutes a default under any of the foregoing.

C. To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

D. Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Capital Funding Agreement.

11. **Merger and Precedence:**

The provisions of this Agreement, including all Exhibits and attachments, constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

Notwithstanding the foregoing, in the event of any inconsistency or conflict between this Agreement and the Participation Agreement or the Governance ILA, the terms of the Participation Agreement and Governance ILA have precedence.

12. **Dispute Resolution:**

In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.

13. **No Waiver of Non-Compliance with Agreement:**

No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other Party of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

14. **Governing Law:**

The Parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.

15. **Assignment:**

No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

16. **Independence of the Parties:**

Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from those in this Agreement.

17. **Execution in Counterparts/Electronic Version of Agreement:**

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Any Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

18. **No Waiver of Sovereign Immunity:**

Nothing in this Agreement shall be construed to mandate purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law.

19. **No Waiver of Qualified Immunity:**

No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

20. **Verification of Work Authorization; Iran Divestment Act:**

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. The Parties hereby certify that they, and all permitted subcontractors, if any, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

21. **No Third-Party Beneficiaries:**

There are no third-party beneficiaries to this Agreement.

22. **E – Verify:**

Implementing Party shall comply with *E-Verify*, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in

accordance with N.C.G.S. §64-25 *et seq.* In addition, to the best of Implementing Party's knowledge, any subcontractor employed by Implementing Party as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 *et seq.* In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

23. **Companies Boycotting Israel Divestment Act Certification:**

Implementing Party certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

24. **Electronic Signatures:**

Parties acknowledge and agree that the electronic signature application Adobe Sign may be used to execute this Agreement and any associated documents. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the Adobe Sign application, Parties consent to be legally bound by the terms and conditions of this Agreement and that such act constitutes Parties' signatures as if signed by Parties in writing. Parties also agree that no certification authority or other third-party verification is necessary to validate the electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the electronic signature. Parties acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby, through the Adobe Sign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

**SIGNATURE PAGES FOLLOW**

<p><b>RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (d/b/a GoTriangle)</b></p> <p>By: _____ Charles E. Lattuca President and CEO</p> <p>This, the ____ day of _____, 2024.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Jennifer Hayden, Interim Chief Financial Officer for GoTriangle</p> <p>This, the ____ day of _____, 2024.</p>
	<p>Reviewed and Approved as to legal form.</p> <p>_____ T. Byron Smith, General Counsel</p>



NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION "CAMPO"

By: \_\_\_\_\_  
Chris Lukasina, Executive Director

ATTEST:

By: \_\_\_\_\_  
Ben Howell, Wake Transit Program Manager

<p><b>TOWN OF APEX</b></p> <p>By: _____ Randal E. Vosburg, Town Manager</p> <p>This, the ____ day of _____, 2024.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Antwan Morrison, Finance Director</p> <p>This, the ____ day of _____, 2024.</p>
<p>ATTEST:</p> <p>By: _____ Allen Coleman, Town Clerk</p>	

# GO FORWARD

A COMMUNITY INVESTMENT IN TRANSIT

## Exhibit A

Implementing /Operating Agency	<b>Town of Apex</b>	Parties to Agreement:	<b>Town of Apex, CAMPO, GoTriangle</b>
Total Bus Infrastructure Appropriation	<b>\$110,000</b>		
Project	<b><u>GoApex Route 1: Bus Stop Improvements</u></b>		
Project ID from Work Plan	<b>TC002-BO</b>		
FY 2025 Budget	<b>\$110,000 for project</b> or as amended by the adopted work plan		
Scope	The project description and scope for the project included in the Implementing Party's FY 2025 Community Funding Area Program project funding application and the project description included in the FY2025 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.		
Expected Implementation Date	7/1/2024		
Reported Deliverables	<ol style="list-style-type: none"><li>1. Contract award date for site or program of sites</li><li>2. Project state and percent complete</li><li>3. Number of sites with improvements completed/ constructed per quarter (on a rolling quarterly basis for multiple sites wrapped into single Work Plan project; as a proportion of total site improvement budget when alternate funding sources apply). If none completed for a quarter, report on the phase (planning, design, right-of-way, etc.) of ongoing site improvements.</li></ol>		
Contract # 24-038			

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 21, 2024

## Item Details

Presenter(s): Mary Beth Manville, Director

Department(s): Human Resources

### Requested Motion

Motion to approve a Benefit Agreement between Sontiq, Inc. (dba IdentityForce) and the Town of Apex, to provide Identity Theft/Credit Report Monitoring and related services to employees and retirees not on the Town's Health Insurance Plan, and to authorize the Town Manager, or their designee, to sign on behalf of the Town.

### Approval Recommended?

Yes

### Item Details

Town employees and pre-65 retirees on the Town's Group Health Insurance plan through Cigna have free access to IdentityForce, an Identity Theft and Credit Report Monitoring service. The Town would like to extend this benefit to eligible employees and post-65 retirees who are not on the Town's Health Insurance plan so that they also have access to these same services. These services would be free to the eligible employees/retirees and covered by the Town, as they are for those already on the Town's Group Health Plan.

This agreement and its language have been reviewed by Legal Services, however, it requires Council approval due to the indemnification language included in the amended agreement. Town Attorney Laurie Hohe is available to answer any questions, if needed.

### Attachments

- CN2-A1: Benefit Agreement - Human Resources (HR) IdentityForce Agreement



## **BENEFIT AGREEMENT**

This **BENEFIT AGREEMENT** (this “**Benefit Agreement**”), effective as of March 1, 2024 (the “**Effective Date**”), is by and between Sontiq, Inc. dba IdentityForce, a TransUnion Company, and a Delaware corporation with principal offices located at 9920 Franklin Square Drive, Suite 250, Nottingham, Maryland 21236 (“**IDF**”), and Town of Apex, a North Carolina municipal corporation with principal offices located at PO Box 250 Apex, NC 27502 (“**Client**”).

IDF will provide to Client the services identified in the chart below at the price rates identified further in the Product Schedule:

Client Benefit Group	All benefit eligible employees in the United States and spouses, domestic partners, adults and dependents of employees living in the same household (“ <b>Members</b> ”).
Benefit Package	As described in Benefit Package Exhibit A
Benefit Group Fee(s)	As described in Benefit Plan Fee Exhibit B
Enrollment Period	Open enrollment with monthly additions and cancellations
Enrollment Support	IDF and Client shall mutually agree on the best way to communicate the Benefit Package to current and new employees. Examples may include: <ul style="list-style-type: none"> <li>• Email announcements</li> <li>• Information sheet included with new employee materials</li> <li>• Link on relevant Client web pages</li> <li>• In communications about the Benefit Package with current and new employees, Client will use only materials provided by IDF or approved by IDF in writing prior to use.</li> </ul>
Benefit Package Disclosure	IDF shall provide Client with a Benefits Package Disclosure (“ <b>BPD</b> ”) along with the Enrollment Support materials for Client to provide to employees. The BPD is also attached to this Benefits Agreement as Exhibit C.
Monitoring Products	Monitoring services typically begin 48-72 hours after a Member completes enrollment with IDF and activates benefit.
Customer Data	IDF shall not share Member information with any third party that does not require such information to deliver the Benefit Package
Client Benefit Group Payment	Client Benefit Group Fee will be paid for by the Client
Product Changes	IDF reserves the right, at any time and from time to time, to make additions, deletions and modifications to the BPD, as well as to any list of products and services set forth or otherwise

	described in the Benefit Package on Exhibit A, and may replace any such products and services with enhanced, modified or improved versions; <i>provided</i> that IDF shall provide Client with no less than thirty (30) days' prior written notice of any such additions, deletions, modifications or replacements.
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1. **Good and Workmanlike Manner:**

IDF and Client will use commercially reasonable efforts in the performance of this Benefit Agreement, and both will be responsible for meeting the requirements of this Benefit Agreement with qualified personnel in accordance with the specifications of each party, on a timely basis in a professional, good and workmanlike manner, and will conform to the standards of care, skill, diligence, performance and safety customarily exercised by competent professionals performing services similar to those contemplated by this Benefit Agreement.

2. **Client Requirements:**

Client shall have a continuing obligation to ensure that the BPD is accessible, made available, and provided to employees prior to enrollment. For example, if the first introduction of the Benefit Package(s) is prior to offering the election of the Benefit Package(s) by employees, Client shall provide the BPD. If the first introduction of the Benefit Package(s) is at the time the Benefit Package(s) is actually presented as a benefit for consideration and/or enrollment by employees, Client shall provide the BDP. Client shall present the BPD as provided by IDF and shall not alter or change the contents of the IDF without prior written approval from IDF.

3. **Payment:**

- a) At the beginning of each month IDF shall invoice Client the Voluntary Benefit Group Fees (as set forth in the description above) for each person that is enrolled in the program.
- b) The Benefit Group Fee is payable for anyone in the Benefit Group enrolled in the Benefit Package at any time in a given month. Benefit Group Fees are not prorated.
- c) IDF shall make a report available with each invoice for reconciliation purposes that includes information on each active, new, and cancelled member in the Voluntary Benefit Groups. Such report shall be available in the Partner Portal, and it is Client's sole responsibility to ensure the information is accurate and current.
- d) The Voluntary Benefit Group Fees are nonrefundable and payable for each person as identified in the list to be provided by Client to IDF for those fees that are appropriately reconciled.
- e) IDF shall be entitled to cancel or suspend memberships to the extent that any applicable payment is sixty (60) days past due. Any cancellation or suspensions shall only extend to individual employee/Member accounts that are past due.

4. **Payment Terms:**

Client shall pay IDF, within thirty (30) days of the date of the related invoice.

5. **Exclusivity:**

During the Term of this Benefit Agreement, Client agrees that IDF shall be Client's exclusive provider of Identity, Privacy and Credit Protection Services described in the Benefit Package above.

6. **Confidential Information:**

- a) Each party may receive information concerning the other party, its employees or agents which is non-public, confidential or proprietary, whether or not labelled as confidential, and whether or not written, electronic, oral or in any other medium (“**Confidential Information**”). The receiving party agrees that the Confidential Information shall be used solely for performing its obligations under this Benefit Agreement and agrees not to disclose, sell, provide, exchange or otherwise disclose the Confidential Information of the disclosing party to third parties without the disclosing party's prior written consent; provided, however, that the receiving party may disclose such Confidential Information to employees who need to know the Confidential Information to assist the receiving party in performing its obligations under this Benefit Agreement or if compelled by law, regulation, or administrative rule, so long as the receiving party provides the disclosing party with reasonable advance notice of such compelled disclosure and discloses Confidential Information only to the extent legally compelled.
- b) The nondisclosure obligations set forth in Section 6(a) shall not apply to any Confidential Information that the receiving party can demonstrate by written proof: (i) was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure by the disclosing party; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving party; (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving party in breach of this Benefit Agreement; (iv) was disclosed to the receiving party by a third party who has a legal right to make such disclosure; or (v) was independently discovered or developed by the receiving party without the aid, application or use of the disclosing party's Confidential Information.
- c) The parties intend that the information shared pursuant to this Benefit Agreement shall not include personally identifiable information (“**PII**”) such as health information, social security numbers, home addresses, personal phone number, date of birth, credit card numbers or driver's license numbers. This information specifically excludes the specific information that will be disclosed as set forth in the Member File as described in this Benefit Agreement. In the event a party becomes aware that any PII is inadvertently shared, the receiving party shall notify the disclosing party in writing and shall return or destroy such information. The receiving party shall not be liable to the disclosing party for any liability related to the inadvertent disclosure, whether or not the receiving party was aware of such inadvertent disclosure.

7. **Governing Law; Dispute Resolution:**

RESERVED

8. **Independent Contractor:**

No provision of this Benefit Agreement is intended to create or shall be deemed to create any relationship between the parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Benefit Agreement. Neither the parties, nor any of their respective employees, shall be construed to be the agent, employee or representative of the other, nor does either party have an express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

9. **Assignment:**

No assignment of this Benefit Agreement by IDF shall be valid without obtaining the written consent of Client, which consent shall not be unreasonably withheld, conditioned or delayed; provided that IDF may assign this Benefit Agreement without consent in connection with a sale of substantially all of its assets or stock or in connection with a merger, consolidation or other similar recapitalization or reorganization of IDF.

10. **Term:**

This Benefit Agreement commences on the Effective Date and shall continue in effect until cancelled and may be renewed in a writing signed by both parties thereafter for successive one (1) year terms (each, a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”).

11. **Termination:**

- a) Either party may terminate this Benefit Agreement by giving the other party thirty (30) days prior written notice if the other party is in material breach of this Benefit Agreement and such breach has not been cured within thirty (30) days of receipt of such notice.
- b) Upon termination of this Benefit Agreement or upon the expiration of the Term, (i) each party shall return to the other party the originals and copies of all instruments and tangible Confidential Information provided by the other party, (ii) Client shall cease to use any IDF trademark, logo or trademark or trade name.
- c) Upon the first anniversary of the Effective Date, either party may terminate this Agreement for convenience by providing the other with thirty (30) days written notice.

12. **Severability:**

If any provision of this Benefit Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

13. **Non-Waiver:**



The failure of either party to exercise any of its rights under this Benefit Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

14. **Modification:**

This Benefit Agreement may be amended at any time upon mutual agreement in writing of the parties.

15. **Non-Discrimination:**

In fulfilling the obligations contained in this Benefit Agreement, IDF and all those under the direction of IDF involved in the performance of this contract will not unlawfully discriminate against any individual on the basis of race, creed, color, national or ethnic origin, religion, sexual orientation, sex or disability status, such as a disabled veteran, or veteran of the Vietnam era, and will comply with all non-discriminatory laws and use commercially reasonable efforts to comply with all policies that Client promulgates to which Client is subject and which are generally applicable to third parties with whom Client does business. Client shall provide IDF with a copy of any policies promulgated by Client in advance of such policies becoming effective.

16. **Entire Agreement:**

This Benefit Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in accord with Section 14.

17. **Permits:**

IDF shall comply with all laws and regulations of the municipal, county, state or federal agencies which now or may hereafter have jurisdiction over IDF's services and which are applicable to the obligations of IDF pursuant to this Benefit Agreement. IDF shall, at no cost to Client, obtain all necessary permits and licenses required by any federal, state or local law required for IDF to perform its obligations pursuant to this Benefit Agreement.

18. **Applicable Law:**

The parties shall comply with applicable law regarding their obligations under this Benefit Agreement. Changes in the performance of IDF's obligations under this Benefit Agreement necessitated by IDF's reasonable good faith interpretation of any law, regulation, judicial or regulatory action, or license rights, shall not constitute a breach of this Benefit Agreement.

19. **Use of Name:**

Neither party may use the other party's name or mark in any publications or public relations announcements without the prior written consent of that other party. This restriction does not apply to the BPD, for which Client has a right and obligation to provide to employees as set forth herein.

20. **Notice:**

Any notice or other communication required or permitted to be given under this Benefit Agreement shall be sufficient if in writing and shall be considered given when mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses (or at such other address as a party may specify by notice hereunder):

To Client:

Town of Apex  
PO Box 250  
Apex, NC 27502

Attn: Mary Beth Manville, Human Resources Director

To the Company:

Sontiq, Inc. dba IdentityForce  
9920 Franklin Square Drive, Suite 250  
Nottingham, Maryland 21236  
Attn: Legal Department

21. **Construction:**

The captions contained in this Benefit Agreement are for the convenience of the parties and shall not be construed or interpreted to limit or otherwise define the scope of this Benefit Agreement.

22. **Counterparts:**

This Benefit Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, such counterparts to constitute but one and the same agreement.

23. **Attorneys' Fees:**

RESERVED.

24. **Indemnification:**

To the extent permitted by law and subject to the Liability Limits in Section 25: Each party (the "**Indemnifying Party**") agrees to indemnify and hold harmless the other party, its officers, directors, shareholders, employees or agents (the "**Indemnified Parties**") from any and all liabilities, losses, damages,

claims, suits, judgments, costs and expenses (including reasonable attorneys' fees and costs of any investigation or action related thereto) suffered or incurred by the Indemnified Parties arising from a third party claim (i) as a result of the Indemnifying Party's performance under or breach of this Benefit Agreement; or (ii) from the breach of any representation or warranty made herein by the Indemnifying Party.

**25. Limitations on Liability:**

EXCEPT FOR ANY BREACH OF SECTION 6 (CONFIDENTIAL INFORMATION), IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM PERFORMANCE UNDER OR FAILURE OF PERFORMANCE OF ANY PROVISION OF THIS BENEFIT AGREEMENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, UNLESS SUCH BREACH IS AS A RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FURTHER, IN NO EVENT WILL IDF BE LIABLE FOR ANY LIABILITY OR DAMAGES ARISING OR RESULTING FROM (I) ANY BREACH OF THIS BENEFIT AGREEMENT BY CLIENT, INCLUDING BUT NOT LIMITED TO NONPAYMENT OR PROVISION OF MARKETING OR OTHER MATERIALS NOT PROVIDED OR APPROVED BY IDF, OR (II) THE ACTION, INACTION OR NEGLIGENCE OF ANY THIRD PARTY STORING OR PROVIDING INFORMATION TO IDF FOR PURPOSES OF ITS PERFORMANCE OF THIS BENEFIT AGREEMENT. IN NO EVENT SHALL IDF'S AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS BENEFIT AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE FEES CLIENT PAID TO IDF DURING THE PRECEDING 12-MONTH PERIOD UNDER THIS BENEFIT AGREEMENT.

**26. Representations and Warranties:**

Each party hereby represents and warrants that, to the extent applicable, its performance under the Benefit Agreement will not violate any federal or state law or governmental regulation, including without limitation the Children's Online Privacy Protection Act (COPPA), the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM), the Gramm-Leach-Bliley Act (GLB), the Uniform Computer Information Transactions Act (UCITA), the Uniform Electronic Transactions Act (UETA), the Electronic Signatures In Global And National Commerce Act (E-Sign), the Digital Millennium Copyright Act (DMCA), the Telemarketing Sales Rule (TSR), and The Telephone Consumer Protection Act (TCPA), and any federal or state laws, rules, or regulations applicable to the area of marketing, advertising, telemarketing and sales.

**27. E-Verify:**

To the extent it provides United-States-based personnel: IDF shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). IDF shall require IDF's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

**28. Anti-Human Trafficking:**

IDF warrants and agrees that no labor supplied by IDF or its subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

**29. Nonappropriation:**

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Client are from appropriations and monies from the Town of Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Client to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Client provided that Client provides written notice of the same to IDF within five (5) days of such event.

**IN WITNESS WHEREOF**, each of the parties has caused this Benefit Agreement to be executed on its behalf by its duly authorized officers as of the Effective Date.

Town of Apex

SONTIQ, INC. dba IdentityForce

By:\_\_\_\_\_

By:\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Antwan Morrison, Finance Director

**EXHIBIT A**  
**BENEFIT PACKAGE**

UltraSecure ID		UltraSecure ID	
<b>IDENTITY PROTECTION</b>		<b>RESTORATION SERVICES</b>	
Dark Web Monitoring	●	24/7 Customer Support	●
Compromised Credentials Alerts	●	Fully Managed Family Restoration	●
Change of Address Monitoring (USPS)	●	Restoration for Pre-Existing Identity Theft	●
Court Records Monitoring		Deceased Family Member Fraud Remediation**	
Sex Offender Registry Notification	●	Stolen Funds Replacement	●
Smart SSN Tracker		Lost Wallet Assistance	●
Short Term Loan Monitoring		\$1M Household Expense Reimbursement Insurance	●
Social Media Identity Monitoring	●		
Medical ID Fraud Protection			
Identity Vault and Secure Storage			
Breach IQ™ Breach Search, Score, Risks			
<b>MOBILE DEVICE AND PC PROTECTION</b>		<b>CREDIT HEALTH AND FINANCIAL ACCOUNT PROTECTION</b>	
Mobile App (iOS and Android)	●	Bank and Credit Card Alerts	●
Password Manager		401(k), HSA and Investment Account Activity Alerts	●
Mobile Attack Control		Financial Calculators	●
Spyware, Unsecured Wi-Fi and Spoofed Networks		Education Resource Center	●
Secure My Network (VPN)		Credit Score Simulator	●
		Credit Score Tracker (monthly)	●
		Credit Freeze and Lock Assistance	
		TransUnion Credit Lock and Alerts	
		Credit Monitoring TransUnion (daily)	
		Credit Report and Score TransUnion (daily)	
		Score Change Alerts (+/- 10 points)	
<b>CHILD MONITORING – COMPLIMENTARY*</b>			
 Child Identity Monitoring	●		
Child Social Media Identity Monitoring	●		
Child Credit Freeze and Lock Assistance	●		
Child Credit Activity Monitoring	●		

Get the IdentityForce app:



\* Complimentary ChildWatch included in all plans.

\*\*Deceased Household Member Fraud Remediation available for adults or eligible dependents enrolled in an active IdentityForce Family Plan at the time of their death.

## Easy to Enroll

1. Enroll along with other voluntary benefits through your employer.
2. Receive welcome email. If you do not receive the email, please check your spam folder.
3. Click the link in your welcome email to complete registration and access your Identity Protection Dashboard.

**Questions? Call Member Services at 1-855-441-0270**

**EXHIBIT B**  
**BENEFIT PLAN FEES**

Pricing:

**Employer Paid**

UltraSecure
Employee
Fee pepm
\$1.98

<sup>1</sup> pepm – per employee per month

<sup>2</sup> pfpm – per family per month

Employee plans include one (1) adult and up to ten (10) children under age 26 (Child Watch under 18, Adult Child up to 26 receives own complimentary plan)

Family plans include up to ten (10) additional adult family members in the household + up to ten (10) children under age 26 (Child Watch under 18, Adult Child up to 26 receives own complimentary plan), Senior Family Members receive Senior Fraud Resolution

**EXHIBIT C**  
**BENEFIT PACKAGE DISCLOSURE**

Please review the benefits materials provided by your employer and reach out to them with any questions you might have. Identity Theft Protection may be provided to you at no cost, or in certain circumstances, for an additional, payroll deducted charge. If applicable, your employer will be able to speak to the payroll deduction process by which you agree to pay. If you wish to cancel your Identity Theft Protection, please coordinate with your employer.

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 21, 2024

## Item Details

Presenter(s): Mary Beth Manville, Director

Department(s): Human Resources

### Requested Motion

Motion to approve an Amendment to the Town's existing background check agreement with HireRight, LLC to include Motor Vehicle Record and Reference Checks.

### Approval Recommended?

Yes

### Item Details

The Town utilizes HireRight, LLC for conducting pre-employment background checks for new employees. To streamline our hiring process and improve the applicant experience for new hires, we would like to add Motor Vehicle Record Checks and Reference Checks to the list of services that HireRight is able to perform for the Town.

This agreement and its language have been reviewed by Legal Services, however, it requires Council approval due to the indemnification language included in the amended agreement. Town Attorney Laurie Hohe is available to answer any questions, if needed.

### Attachments

- CN3-A1: HireRight Agreement Effective August 2021 - Agreement Amendment - HireRight, LLC - Additional New Hire Services
- CN3-A2: Town of Apex Change Order Form 2024 - Agreement Amendment - HireRight, LLC - Additional New Hire Services
- CN3-A3: Town of Apex MVR Forms, hllc edits 11.4.21 (clean) - Agreement Amendment - HireRight, LLC - Additional New Hire Services





## **1. Subscriber Compliance Certification**

By placing an order for an FCRA-regulated Screening Report or by using its access to HireRight's systems to access an FCRA-regulated Screening Report, Subscriber certifies to HireRight as follows with respect to that FCRA-regulated Screening Report. If Subscriber's Screening Report order includes provision of disclosures or collection of authorizations through HireRight's eConsent solution, then Subscriber's order shall be considered placed upon the electronic completion of those documents.

1. **Permissible Purpose.** Subscriber is procuring and will use Screening Reports only for the legally permissible employment purposes set forth in this Agreement and not for any other purpose. Subscriber has received the Notice to Users of Consumer Reports and Summary of Consumer Rights prescribed by the Consumer Financial Protection Bureau. Subscriber will be the only user of the Screening Report.
2. **Applicant Disclosure and Consent.** Before procuring a Screening Report for employment purposes: (i) Subscriber has made a clear and conspicuous disclosure in writing to the Applicant, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes, (ii) for California Applicants, Subscriber has made a clear and conspicuous disclosure in writing to the Applicant, in a document that consists solely of the disclosure, of the fact that a consumer report may be obtained for employment purposes; that the report may include information on the consumer's character, general reputation, personal characteristics, and mode of living; the name, mailing address, website address, and telephone number of HireRight; the nature and scope of the investigation requested; and a summary of the provisions of Ca. Civil Code Section 1786.22; and (iii) the Applicant has authorized in writing the procurement of the Screening Report by Subscriber (collectively the "Applicant's Disclosure & Consent"). Additionally, for California, Minnesota, and Oklahoma Applicants, Subscriber provided the Applicant, by means of a check box on a form (other than the disclosure identified in clause (i) above), an option by which the Applicant could indicate on that the Applicant wishes to receive a copy of any Screening Report that is prepared and Subscriber shall timely provide that copy.
3. **Pre-Adverse Action Disclosures.** In using a Screening Report for *employment purposes*, before taking any adverse action based in whole or in part on the Screening Report, Subscriber shall provide to the Applicant to whom the Screening Report relates: (i) a copy of the Screening Report; and (ii) a description in writing of the rights of the Applicant under the FCRA, as prescribed by Section 609 ("Summary of Consumer Rights"), a copy of which is currently available at: [www.hireright.com/PDFs/FTCCConsumerRights.pdf](http://www.hireright.com/PDFs/FTCCConsumerRights.pdf), and any other notices required by applicable Laws.
4. **Adverse Action Disclosures.** After providing the Applicant with the pre-adverse action disclosure described in paragraph 3 above (to the extent applicable), and after Subscriber has given the Applicant a reasonable period of time and opportunity to dispute the accuracy or completeness of the information contained in their Screening Report, Subscriber will, if intending to take adverse action with respect to the Applicant based in whole or in part on information contained in the Screening Report, send the Applicant a follow-up notification that Subscriber is taking adverse action (e.g., denying employment or promotion) based in whole or in part on the information contained in the Screening Report. Such notification must meet all applicable requirements set forth in FCRA 7615 and any other notices required by applicable Laws.
5. **Equal Employment Opportunity Law Compliance.** The information from the Screening Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
6. **Investigative Consumer Reports.** For each Investigative Consumer Report, as defined by the FCRA (e.g., professional reference check), that Subscriber procures from HireRight, Subscriber has complied with its obligations under FCRA Section 606(a) and (b), including, without limitation, the following:
  - a) clearly and accurately disclosing to the Applicant that an Investigative Consumer Report including information as to the Applicant's character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and such disclosure:
    - i) is made in writing mailed, or otherwise delivered, to the Applicant not later than three days after the date on which the report was first requested; and

ii) includes a statement informing the Applicant of his right to request the additional disclosures provided for under FCRA Section 606(b) as set forth in 6(b.) below, and a written Summary of Consumer Rights; and

b) upon written request made by the Applicant within a reasonable period of time after the Applicant's receipt of the required disclosure referenced in paragraph 6.a.(i) above, Subscriber will make a complete and accurate disclosure of the nature and scope of the investigation requested. The disclosure will be made in a writing mailed, or otherwise delivered, to the Applicant not later than five days after the date on which the request for such disclosure was received from the Applicant or such report was first requested, whichever is the later.

## **2. Information Access and Security Requirements**

1. Subscriber shall protect its HireRight account identification number(s) and password(s) ("Account I.D.'s") so that only key Subscriber personnel with an authorized need-to-know this sensitive information are given the ability to order and access Screening Reports. Subscriber shall not post or otherwise publicly display its Account I.D.'s. If a person who knows the Account I.D.'s leaves Subscriber's company or no longer needs to have access due to a change in duties, the Account I.D.'s should be changed immediately.
2. Subscriber shall place all terminal devices or systems used to obtain Screening Reports in a secure location within Subscriber's facility so that unauthorized persons cannot easily access them. After normal business hours or when left unattended, Subscriber shall turn off and/or lock all such devices or systems used to access Screening Reports.
3. Subscriber shall secure hard copies and electronic files of Screening Reports within Subscriber's facility so that only authorized personnel can access them.
4. Subscriber shall shred or otherwise permanently destroy all *hard copy* Screening Reports when no longer needed and when applicable regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants /employees.
5. Subscriber shall erase and overwrite or scramble *electronic files* containing Screening Reports and Applicant information when no longer needed and when applicable regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants/employees.
6. Subscriber shall make all appropriate Subscriber personnel aware that Subscriber and its authorized personnel are allowed to order and use Screening Reports only for the permissible purpose(s) set forth in this Agreement, and that Subscriber personnel shall not order or access their own reports nor order or access the report of a family member or friend unless it is approved for the permissible purposes authorized in, and conducted in accordance with this Agreement.
7. If Subscriber obtains from HireRight Alias/Address History Services or Screening Reports containing consumer credit information, Subscriber certifies that, in addition to its other obligations in this Agreement it will: (i) comply with the "Access Security Requirements" available for viewing at [www.hireright.com /service-agreement.aspx](http://www.hireright.com/service-agreement.aspx) and hereby incorporated by reference into this Agreement; and (ii) implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to the size and complexity of Subscriber's business, the nature and scope of its activities, and the sensitivity of the information provided to Subscriber by HireRight; and that such safeguards shall include the elements set forth in 16 C.F.R. 2314.4 and shall be reasonably designed to: (a) insure the security and confidentiality of the information provided by HireRight; (b) protect against any anticipated threats or hazards to the security or integrity of such information, and (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. Subscriber acknowledges that the requirements in this paragraph are mandated by HireRight Supplier(s) and may be updated from time to

time. By executing this Agreement, Subscriber represents to HireRight that Subscriber has reviewed and will comply with such requirements to the extent applicable to the Services Subscriber obtains from HireRight.

AGREED:

Town of Apex

Company Name

Signature

Catherine

First Name

Crosby

Last Name

Date

Town Manager

8/10/21

## HIRERIGHT SERVICE AGREEMENT

This Service Agreement ("Agreement") is between HireRight, LLC, a Delaware limited liability company ("HireRight") and the Subscriber electronically signing hereto, on behalf of itself and its officers and employees ("Subscriber"), and is effective ("Effective Date") on the date of HireRight's activation of Subscriber's account.

### 1. HIRERIGHT SERVICES

HireRight is a global provider of background screening services. In the United States, HireRight is defined as a "consumer reporting agency" pursuant to the applicable jurisdiction of the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. ("FCRA") and applicable state law, and any FCRA-regulated screening reports that HireRight furnishes pursuant to this Agreement are defined by the FCRA and applicable state law as "consumer reports" and/or "investigative consumer reports." All reports provided by HireRight pursuant to this Agreement are collectively defined as "Screening Reports", and all references to "Screening Report(s)" herein shall refer to an entire Screening Report(s) as well as any specific information contained within a Screening Report(s). Subject to the terms and conditions of this Agreement, and upon Subscriber's request, HireRight will furnish Screening Reports and the related services described in this Agreement in connection with Subscriber's screening, as applicable, of employees or candidates for employment (including, without limitation, independent contractors, temporary workers /employees, and volunteers), and/or other individuals for legally permissible employment-related purposes (each, an "Applicant").

### 2. SUBSCRIBER OBLIGATIONS

(a) Compliance with Applicable Laws. Subscriber shall comply with all local, state, federal, and international laws and regulations, including, without limitation, and as applicable the FCRA (collectively, "Laws"), applicable to Subscriber in connection with its procurement and use of Screening Reports and other services provided pursuant to this Agreement. If utilizing HireRight's FCRA-regulated services, Subscriber is considered a "user" of Screening Reports under the FCRA and applicable state law, and accordingly: (i) Subscriber shall comply with its compliance certifications and obligations set forth in Attachment A, and (ii) Subscriber acknowledges it has received, reviewed and will comply with its obligations in the Notice to Users of Consumer Reports: Obligations Of Users Under The FCRA currently available at: [www.hireright.com/pdfs/ftcNoticeToUsers.pdf](http://www.hireright.com/pdfs/ftcNoticeToUsers.pdf). Subscriber acknowledges that if it obtains services from HireRight under this Agreement that fall outside the scope of the FCRA and similar United States laws ("Non-US Services"), then Subscriber may have additional or different legal obligations than those described in this section, and Subscriber shall comply with all such Laws and obligations. Subscriber shall promptly notify HireRight if Subscriber believes it has failed to fulfill any obligation in this Agreement, including, without limitation, those obligations related to confidentiality, consumer privacy, data protection, and compliance with Laws.

(b) Account Credentialing, Access and Maintenance. Prior to obtaining services from HireRight, Subscriber must satisfy HireRight's client credentialing requirements, which may include a physical on-site inspection. Subscriber shall cooperate with HireRight's client credentialing process and pay the associated fee, if any, set forth in this Agreement. Subscriber shall designate to HireRight the name of a "Super User(s)" who shall be: (i) Subscriber's main contact(s) for the services obtained under this Agreement, and (ii) responsible for the strict administration and control of Subscriber's account login codes and passwords. The Super User(s) shall identify and authorize all Subscriber account users and their respective access privileges, and promptly notify HireRight of any changes to Subscriber's company name, physical address, account users and if any account login codes or passwords become invalid, inactive or compromised in any manner. In accordance with Section 4, a Super User may be an Outsourced Provider.

(c) Data Privacy and Security. Subscriber shall maintain commercially reasonable and appropriate technical, physical, administrative and other organizational precautions and security measures to protect against unauthorized access to and/or misuse of the HireRight system and Screening Reports. At a minimum, Subscriber shall comply with the Information Access & Security Requirements set forth in Attachment A. HireRight may, in its reasonable discretion and without penalty, suspend and, upon written notice, cancel Subscriber's account if HireRight reasonably suspects or identifies any misuse of or unauthorized access to its system and/or Screening Reports through Subscriber's account.

(d) Audits and Record Retention. HireRight, on behalf of itself and/or its Suppliers (e.g. State Departments of Motor Vehicles, National Credit Bureaus, etc.) may conduct reasonable periodic audits of Subscriber's compliance with this Agreement. Unless otherwise prohibited by applicable Laws, Subscriber shall, for a minimum period of five (5) years, maintain copies of all Applicant screening disclosure/consent forms and, as applicable, all pre-adverse and adverse action notices (as further described in Attachment A). Subscriber shall, upon reasonable advance notice, during its normal business hours, make available to HireRight and/or its Suppliers such documentation reasonably requested to demonstrate Subscriber's compliance with its obligations in this Agreement. If Subscriber becomes aware of an audit initiated by a third-party involving HireRight's Screening Reports or other services provided pursuant to this Agreement, Subscriber shall provide HireRight prompt written notice of the audit. Subscriber shall not provide access to its HireRight account or Screening Reports to any auditing party unless required to do so by applicable Laws and HireRight expressly consents to such access request.

(e) Prohibition on Resale or Reuse of Reports. Subscriber shall not, directly or indirectly, sell, transfer, disclose the contents of or distribute Screening Reports, in whole or in part, to any third-party (other than to the applicable Applicant or in conjunction with a Required Disclosure, as defined below in Section 10(c)). Subscriber shall use Screening Reports solely as an end-user, for a single, one-time use.

(f) Adjudication Details and Responsibility. This Section 2(f) is only applicable if Subscriber utilizes HireRight's Managed Adjudication Services, as described below and subject to applicable product/service specifications. If Subscriber elects to obtain such

services, Subscriber shall provide HireRight with the criteria, guidelines and instructions established by Subscriber for determining whether the information in an Applicant's Screening Report satisfies Subscriber's eligibility criteria ("Adjudication Guidelines"). HireRight will apply Subscriber's Adjudication Guidelines to the Screening Report information reported by HireRight and then provide to Subscriber a status that reflects the outcome of such application ("Managed Adjudication Services"); provided, however, that HireRight will not apply any "does not meet" or equivalent final adverse status, which ultimately must be determined and applied by Subscriber. If HireRight performs Managed Adjudication Services on behalf of Subscriber, HireRight's sole responsibility will be to perform such services accurately in accordance with Subscriber's then-current Adjudication Guidelines provided to HireRight. Subscriber represents and warrants to HireRight that the Adjudication Guidelines comply with all applicable Laws and acknowledges that Subscriber is solely responsible for the creation and content of the Adjudication Guidelines and for ensuring such compliance on an ongoing basis. Subscriber may update its Adjudication Guidelines from time to time by providing advance written notice to HireRight, and such updated Adjudication Guidelines will be effective upon HireRight's written confirmation to Subscriber.

(g) Compliance Responsibility; No Legal Advice. Subscriber acknowledges that HireRight will not render any opinions regarding Screening Report content, and Subscriber shall base its screening processes, criteria, Adjudication Guidelines (if applicable) and decisions on its own policies, procedures and review of applicable Laws. Any consultation, training and/or sample forms (e.g., disclosure and authorization forms, and pre-adverse and adverse action notices) provided by HireRight are provided for informational purposes only, and not for the purpose of providing legal advice and/or Subscriber's reliance. SUBSCRIBER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR, AND FOR CONSULTING ON AN ONGOING BASIS WITH ITS OWN LEGAL COUNSEL FAMILIAR WITH SUBSCRIBER'S LEGAL /REGULATORY OBLIGATIONS RELATED TO, THE COMPLIANT PROCUREMENT AND USE OF SCREENING REPORTS AND OTHER SERVICES OBTAINED PURSUANT TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION (AND COLLECTIVELY DEFINED AS "SUBSCRIBER COMPLIANCE OBLIGATIONS"): FULFILLING ITS COMPLIANCE OBLIGATIONS IN THIS AGREEMENT; ENSURING THAT ITS DISCLOSURE AND AUTHORIZATION FORMS AND PROCESSES, ADJUDICATION GUIDELINES AND PROCESSES, PROFESSIONAL REFERENCE QUESTIONS AS PREPARED OR REQUESTED BY SUBSCRIBER, PRE-ADVERSE ACTION AND ADVERSE ACTION NOTICE FORMS AND PROCESSES, AND ALL OTHER PAPERWORK AND FORMS UTILIZED BY OR ON BEHALF OF SUBSCRIBER IN ITS HIRING AND APPLICANT SCREENING PRACTICES ARE APPROPRIATE FOR ITS USE AND IN COMPLIANCE WITH ALL APPLICABLE LAWS. SUBSCRIBER SHALL NOT ASSERT ANY CLAIM AGAINST HIRERIGHT FOR, AND WAIVES LIABILITY AGAINST HIRERIGHT FOR, ANY CLAIMS REGARDING OR ARISING OUT OF THE SUBSCRIBER COMPLIANCE OBLIGATIONS.

(h) Applicant Information and Identity Verification. Subscriber acknowledges that, in preparing Screening Reports, HireRight relies on the Applicant identifying information (such as, without limitation, name, date of birth, social security number or applicable national ID, and address) provided to HireRight by the Applicant and/or Subscriber, as applicable. Subscriber acknowledges that: (i) Subscriber is responsible for confirming that the Applicant is who they claim to be; and (ii) Subscriber is advised to review the completed Screening Report in comparison to the Applicant's job application and I-9 information, if applicable, to ensure that the Applicant identifying information provided to and used by HireRight to prepare the Screening Report, as well any additional identifying information obtained by HireRight while preparing the Screening Report, matches the identifying information provided by the Applicant to Subscriber. Subscriber understands that: (i) erroneous or falsified Applicant identifying information may cause the Screening Report to be incomplete and/or inaccurate; and (ii) HireRight is not responsible for determining whether the identifying information submitted about the Applicant is erroneous or falsified.

3. **HIRERIGHT OBLIGATIONS**

(a) Compliance with FCRA and Other Applicable Laws. HireRight shall comply with all Laws applicable to HireRight in its preparation and transmission of Screening Reports and other services provided pursuant to this Agreement.

(b) Service Performance; Service Revisions. Upon Subscriber's request, HireRight shall, in accordance with the terms of this Agreement, perform the services identified in the Schedule of Fees attached hereto as Attachment B, as may be amended by the parties from time to time ("Schedule of Fees"). Subscriber acknowledges that: (i) HireRight may fulfill its services under this Agreement through its affiliates, subsidiaries and subcontractors, provided, HireRight shall remain solely responsible for its obligations under this Agreement, and (ii) HireRight relies on the information furnished by Subscriber, Subscriber's Applicants, and third-party information suppliers ("Suppliers") when preparing Screening Reports. Subscriber acknowledges that HireRight may, from time to time, modify, enhance and/or discontinue specific services. HireRight will use commercially reasonable efforts to provide notice to Client if a service will be discontinued or materially changed.

(c) Training and Account Implementation. The fees set forth in the Schedule of Fees include HireRight's standard account implementation services and HireRight's standard user-training as detailed in Attachment B. Subscriber acknowledges that reasonable additional service support fees may apply if Subscriber cancels scheduled training sessions without providing reasonable advance notice to HireRight or HireRight otherwise provides non-standard training to Subscriber.

(d) Data Privacy and Security. HireRight shall maintain commercially reasonable and appropriate technical, physical, administrative and other organizational precautions and security measures to protect Applicant data against HireRight's accidental or unlawful

destruction and unauthorized disclosure or access. HireRight is not responsible for disclosure or compromise of such data due to Subscriber's acts or omissions, or otherwise resulting from use of Subscriber's passwords or accounts, due to no fault of HireRight.

(e) Record Retention. Subject to Section 13(c), during the Term of this Agreement, HireRight shall maintain Screening Report information for a minimum of five (5) years, unless otherwise required or prohibited by applicable Laws.

(f) Management Reports. HireRight shall provide Subscriber with HireRight's standard "Management Reports" functionality to enable Subscriber to generate available reports relating to Subscriber's account activity.

(g) Service Standards; Disclaimer of Warranty. HIRERIGHT'S SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. HIRERIGHT WILL MAINTAIN AND FOLLOW REASONABLE PROCEDURES TO ASSURE THE MAXIMUM POSSIBLE ACCURACY OF THE INFORMATION CONTAINED IN EACH SCREENING REPORT, AND HIRERIGHT WILL RE-VERIFY ANY DISPUTED SCREENING REPORT INFORMATION IN ACCORDANCE WITH APPLICABLE LAWS (COLLECTIVELY, "HIRERIGHT COMPLIANCE OBLIGATIONS"). SUBSCRIBER ACKNOWLEDGES THAT HIRERIGHT IS NEITHER AN INSURER NOR GUARANTOR OF THE ACCURACY, RELIABILITY, VALIDITY, DEPTH OR COMPLETENESS OF THE INFORMATION PROVIDED BECAUSE SUCH INFORMATION IS SUBJECT TO HUMAN ERROR AND IS OBTAINED FROM PUBLIC RECORDS AND OTHER THIRD-PARTY SOURCES THAT ARE NOT UNDER THE CONTROL OF HIRERIGHT AND MAY NOT ALWAYS BE ACCURATE, CONSISTENT, VALID OR COMPLETE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, HIRERIGHT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF DEALING, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND NONINTERRUPTION OF SYSTEM USE.

(h) Matching and Reporting Guidelines. Subscriber acknowledges that in performing its services under this Agreement HireRight follows certain internally developed and defined record matching and reporting guidelines designed for HireRight to meet its accuracy and compliance obligations (collectively, "Reporting Guidelines"). The Reporting Guidelines are subject to change from time to time in HireRight's sole discretion (subject to HireRight's compliance with applicable Laws). HireRight makes a summary of such Reporting Guidelines available to Subscriber from within Subscriber's password-protected HireRight account. The Reporting Guidelines constitute HireRight's Confidential Information and are made available to Subscriber only for its use in understanding HireRight's Reporting Guidelines. Any further distribution of the Reporting Guidelines by Subscriber is strictly prohibited.



(i) Professional Reference Services. If Subscriber engages HireRight to perform professional reference checks, HireRight's sole responsibility in fulfilling such services will be to: (i) accurately convey to the party providing the reference ("Reference Provider") the reference questions provided or selected by Subscriber; and (ii) accurately convey the Reference Provider's responses to Subscriber's reference questions, subject to adjustments HireRight determines in good faith are necessary or advisable to ensure HireRight's compliance with applicable Laws in conveying such responses. Subscriber shall indemnify, defend and hold HireRight harmless from and against any Claims (as defined below in Section 12) to the extent arising out of: (i) the content of reference questions that have been customized at Subscriber's request; or (ii) the content of a Reference Provider's responses accurately reported by HireRight as received from the Reference Provider.

#### 4. **OUTSOURCED PROVIDER**

This Section 4 is only applicable if Subscriber uses Outsourced Provider services, as outlined below. If Subscriber uses an outsourced human resources provider ("Outsourced Provider") which, for purposes of this Agreement, shall be acting as an authorized agent of Subscriber in connection with Subscriber's permissible procurement and use of HireRight's Screening Reports and other services, Subscriber shall first identify to HireRight in writing the identity of the Outsourced Provider and shall require, by written agreement, its Outsourced Provider to comply with all terms of this Agreement applicable to Subscriber (including, without limitation, compliance with all Laws with respect to the procurement and use of Screening Reports; protection of the confidentiality of HireRight's Confidential Information; and prohibition against re-using, transferring (other than to Subscriber or its Applicant) and/or reselling Screening Reports). As between Subscriber and HireRight, Subscriber agrees that it shall be fully responsible for the actions or inactions of its Outsourced Provider and that any violation by its Outsourced Provider of applicable Laws or the terms of this Agreement shall be considered a violation of this Agreement by Subscriber. Subscriber authorizes HireRight to deal directly with the Outsourced Provider as Subscriber's authorized agent, and as between Subscriber and HireRight, Subscriber shall be responsible for ensuring that all necessary consents of Applicants have been obtained to permit HireRight to disclose the Applicants' Screening Reports to the Outsourced Provider. The Outsourced Provider shall perform its services onsite at Subscriber's place of business. If the Outsourced Provider wishes to perform its services for Subscriber and/or access or retain Screening Reports at the Outsourced Provider's own business premises, Subscriber shall notify HireRight in advance, and HireRight shall have the right, at Subscriber's cost of \$150, to perform for regulatory compliance purposes HireRight's standard company credentialing procedures with respect to Outsourced Provider, which may include a brief physical inspection of the Outsourced Provider's business premises. Subscriber shall obtain HireRight's advance consent (not to be unreasonably withheld) of any replacement of its Outsourced Provider. Subscriber acknowledges that, due to statutory and/or contractual obligations and restrictions, some

HireRight services may not be available through an Outsourced Provider relationship and, of those that are available, some may require additional paperwork from Subscriber and/or Outsourced Provider.

**5. EXTENDED WORKFORCE SCREENING**

This Section 5 is only applicable if Subscriber uses HireRight's Extended Workforce Screening services, as outlined below. Upon execution by Subscriber's authorized third-party vendor(s) (each, a "Vendor") of HireRight's Extended Workforce Subscriber Agreement, HireRight shall furnish to Vendors, upon their request, Screening Reports with respect to the Vendor's own applicants or employees (each, a "Vendor Applicant") who are being evaluated to provide services on behalf of the Vendor to Subscriber. Subject to the Vendor's consent, and at Subscriber's request, HireRight will provide Subscriber with system access to the Vendor Applicant Screening Reports solely for purposes of auditing and, if applicable, adjudicating the results thereof to determine the Vendor Applicant's eligibility to perform contracted services for Subscriber. Subscriber shall not use the Vendor Applicant Screening Reports for any other purpose. Subscriber shall comply with all applicable Laws and the terms of this Agreement (including, without limitation, with respect to the access, retention, destruction and use of the Vendor Applicant Screening Reports). Subscriber and Vendor shall consult and facilitate with each other to provide proper Vendor Applicant disclosure and obtain proper Vendor Applicant consent and, as applicable, determine if and when an "adverse action(s)" (within the meaning of the FCRA or other applicable Laws) has occurred or will occur in relation to Vendor Applicant Screening Reports and, in such event, determine which party or parties (i.e., Subscriber and/or Vendor) shall provide the Vendor Applicant with appropriate pre-adverse action and adverse action notifications, as applicable and in accordance with applicable Laws. HireRight will configure the Vendor's screening packages in accordance with Subscriber's instructions provided to HireRight from time to time. Unless otherwise agreed by the parties in writing, HireRight's fees for the Vendor Applicant Screening Reports will correspond to Subscriber's fees set forth in this Agreement, and unless Subscriber has expressly agreed in writing to assume the fees for the Vendor Applicant Screening Reports, HireRight will bill the Vendor directly for such services and Subscriber shall not be responsible for such fees. Subscriber's continued system access privileges (if any) to the Vendor Applicant Screening Reports will cease upon expiration or earlier termination of this Agreement. Subscriber acknowledges that, due to statutory and/or contractual obligations and restrictions, some HireRight services may not be available through an Extended Workforce Screening relationship and, of those that are available, some may require additional paperwork from Subscriber and/or Vendor.

**6. I-9 & E-VERIFY VERIFICATION OBLIGATIONS AND SERVICES**

Subscriber acknowledges that HireRight's services do not alleviate Subscriber of its responsibility for performing in-person verification of its employees' identities, checking photo identification and completing, verifying and retaining the employees' Form I-9 and other documentation, each as and to the extent required by applicable Laws. In addition, if Subscriber obtains HireRight's I-9 and/or E-Verify employment eligibility services

pursuant to this Agreement, Subscriber and HireRight agree to comply with the following obligations, as applicable based on the particular service(s) obtained by Subscriber:

- (a) Subscriber I-9 Obligations. Subscriber shall identify and comply with all Laws applicable to Subscriber in connection with its use of I-9 services.
- (b) HireRight I-9 Obligations. If Subscriber orders the HireRight I-9 Solution, HireRight will provide Subscriber an electronic Form I-9 that meets U.S. Citizenship and Immigration Services ("USCIS") regulations related to electronic Form I-9 management.
- (c) Subscriber E-Verify Obligations. Subscriber acknowledges that it is Subscriber's responsibility to complete all E-Verify Checks in accordance with applicable Laws. Subscriber shall: (i) identify and comply with all Laws applicable to Subscriber in connection with its use of E-Verify Checks, (ii) provide HireRight with the information requested in the E-Verify Company Profile document provided by HireRight for purposes of obtaining a unique E-Verify Program ID number for Subscriber, (iii) enter into the E-Verify Memorandum of Understanding ("MOU") with the Department of Homeland Security ("DHS"), and (iv) comply with its obligations under the MOU, including, without limitation, restricting E-Verify Checks to only its employees hired after the effective date of the MOU. Employers acting as federal contractors shall restrict E-Verify Checks to all existing employees or only existing employees assigned to specific federal contracts covered by the Federal Acquisition Regulation ("FAR") rule. Employers that are already enrolled in E-Verify at the time of a federal contract award but are not enrolled in the system as a federal contractor with the FAR E-Verify Clause must notify HireRight and complete an updated E-Verify Company profile document within thirty (30) days after assignment to the federal contract.
- (d) HireRight E-Verify Obligations. If Subscriber orders E-Verify Checks, HireRight shall enter into the MOU as Subscriber's E-Verify Employer Agent, and HireRight shall comply with its obligations under the MOU.

7. **MOTOR VEHICLE REPORTS; ALIAS/ADDRESS HISTORY SERVICES; DRUG AND HEALTH SERVICES; PROFESSIONAL SERVICES**

- (a) Motor Vehicle Reports. Subscriber acknowledges that motor vehicle reports ("MVRs") and related information are considered Screening Reports for purposes of this Agreement. If Subscriber requests MVRs or related information from HireRight under this Agreement, then Subscriber further represents and agrees that: (i) it is qualified to do business and validly holds all licenses required to operate Subscriber's business in all states where Subscriber conducts business and/or has employees; (ii) it will comply with all applicable Laws related to the procurement and use of MVRs, including, without limitation, the FCRA and the Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq. ("DPPA"); (iii) it will not use the MVRs to build its own database; and (iv) it will, from time to time upon HireRight's request, execute paperwork required by applicable state Departments of Motor Vehicles and/or other data sources for Subscriber's access to MVRs.
- (b) Alias/Address History Services. HireRight has obtained limited license rights to provide to its clients certain "nonpublic personal information" ("Alias/Address History

Services") as defined in and regulated by the Gramm-Leach-Bliley Act (15 U.S.C. 76801, et seq.) and related state laws (collectively, "GLBA"). Alias/Address History Services include, but are not limited to, data regarding an Applicant's residential address history and "Alias" names that might have been used by the Applicant. Alias/Address History Services do not include consumer credit information or other types of information subject to the permissible purposes set forth in the FCRA. Even if Subscriber orders Alias /Address History Services, Subscriber acknowledges that it must separately and additionally order HireRight's AKA Search product if Subscriber wants HireRight to perform additional searches based on the Alias name information obtained with the Alias /Address History Services; otherwise, HireRight will search using only the Applicant's name as provided to HireRight by Subscriber or its Applicant, as applicable. If Subscriber obtains Alias/Address History Services from HireRight, Subscriber shall comply with the following requirements and restrictions (which are based on statutory and/or Supplier requirements): (i) Subscriber will not, directly or indirectly, sell, transfer, disclose the contents of or distribute Alias/Address History Services, in whole or in part, to any third-party (other than to the applicable Applicant), and Subscriber shall use the Alias/Address History Services solely as an end-user, for a single, one-time use with respect to an Applicant; (ii) Subscriber's sole purpose for requesting Alias/Address History Services will be to verify the accuracy and completeness of information provided to Subscriber by the Applicant in connection with the transaction pursuant to which the Applicant authorized Subscriber to obtain a report regarding the Applicant; (iii) Subscriber will limit its use of Alias/Address History Services to the foregoing stated purpose; (iv) Subscriber will take appropriate measures so as to protect against the misuse of the Alias/Address History Services; (v) Subscriber will not use any information obtained in connection with the Alias/Address History Services, in whole or in part, for the purpose of serving as a factor in determining the Applicant's eligibility for credit, insurance, employment or any other product, service or transaction not authorized in this paragraph; and (vi) Subscriber will not use the information provided in connection with the Alias/Address History Services for any purpose that would violate the Privacy Rule, 16 CFR Part 313, implemented pursuant to the GLBA, or any other provisions of the GLBA or other applicable law, rule, or regulation. For clarification, this Section 7(b) does not restrict Subscriber's right to use information in Screening Reports (other than Alias/Address History Services data) for determining an Applicant's employment eligibility in accordance with this Agreement.

(c) Intentionally Omitted.

(d) Professional Services. Unless otherwise expressly stated in Attachment B, HireRight's fees in the Schedule of Fees correspond to HireRight's standard technology, product and service offerings, and exclude any customized technology development, training, reporting, product features and service levels. Should Subscriber request (and HireRight agree to provide) such customization, the parties shall set forth the corresponding terms and fees in a mutually acceptable written statement of work, addendum or amendment.

#### 8. **AFFILIATE ORDERING RIGHTS**

Upon HireRight receiving authorization from Subscriber in a form reasonably acceptable to HireRight, HireRight will permit an Affiliate of Subscriber to order HireRight's services under the same terms and conditions as this Agreement, provided that: (i) the Affiliate is neither an existing customer nor a competitor of HireRight, (ii) the Affiliate satisfies HireRight's standard account access credentialing requirements, and (iii) the Affiliate and/or Subscriber, as applicable, execute a mutually acceptable "join-on" agreement, "letter of authorization", or equivalent, that binds the Affiliate to the terms of this Agreement, and includes a compliance certification from Affiliate reasonably acceptable to HireRight. For purposes of this provision, "Affiliate" means any entity controlling, controlled by or under common control with Subscriber.

**9. PAYMENT TERMS; FEES**

(a) Creditworthiness; Right to Assurance. Subscriber agrees that HireRight may determine Subscriber's creditworthiness through HireRight's review of available data and verification sources, and HireRight may establish Subscriber's payment terms under this Agreement based on such review. Upon HireRight's request, Subscriber shall provide to HireRight Subscriber's relevant financial information that HireRight determines is reasonably necessary for establishing Subscriber's payment terms. If, at any time, Subscriber fails to comply with the payment terms of this Agreement, if Subscriber experiences a material adverse change in its financial condition, if Subscriber presents an undue risk of non-payment in HireRight's reasonable opinion, or if HireRight has a good faith reason to believe Subscriber does not intend to, or is unable to perform its obligations in this Agreement, HireRight may at its option (and in addition to any other remedies available by Law or in this Agreement) exercise one or more of the following rights: (i) require a deposit or other form of payment security from Subscriber; (ii) adjust Subscriber's payment terms; (iii) refuse to accept additional orders from Subscriber; and /or (iv) require adequate written assurance of Subscriber's intent and ability to perform its obligations.

(b) Payment Terms; Billing Disputes. HireRight shall invoice Subscriber on a monthly basis, and Subscriber shall pay all amounts due within thirty (30) days of receiving the invoice, subject to any payment term modifications made by HireRight pursuant to Sections 9(a) or 9(b) of this Agreement (in which case, HireRight will provide written notice to Subscriber). Subscriber shall promptly review each invoice and notify HireRight of any alleged errors or disputes on or before the due date of such invoice. Subscriber waives the right to dispute any charges or other invoice details not disputed within such timeframe. If all undisputed amounts due are not received by HireRight by the due date, HireRight may, in addition to its rights in Section 9(a) and upon ten (10) days advance written notice: (i) suspend Subscriber's account until such time as all delinquent payments are received, and/or (ii) charge Subscriber interest on the outstanding balance at a rate that is the lesser of: (a) 1 1/2% per month, or (b) the highest rate permitted by applicable Laws. Subscriber shall reimburse HireRight for any attorneys' fees and reasonable costs incurred by HireRight in connection with efforts to collect amounts due from Subscriber under this Agreement.

(c) Fees; Taxes; Fee Revisions. Subscriber shall pay for all services provided pursuant to this Agreement at the rates set forth in the Schedule of Fees. HireRight's fees are exclusive of any sales taxes or value added taxes and other similar indirect taxes ("VAT") applicable to the services. If HireRight's services are or become subject to sales tax or VAT, then Subscriber shall be responsible for such taxes and, where applicable, Subscriber shall self-account for local VAT via a self-charging or reverse charge mechanism. If Subscriber requests and HireRight provides additional services not initially set forth in the Schedule of Fees, such added services will be hereby incorporated into this Agreement at HireRight's then-current rates unless otherwise mutually agreed in writing by the parties. Subscriber shall pay all pass-through fees, applicable taxes and charges made by information sources or Suppliers for release of information and records used in compiling Screening Reports. Such pass-through fees, taxes and charges are subject to change without prior notice. HireRight may reasonably revise the pricing rates in this Agreement upon providing thirty (30) days advance notice to Subscriber and such changes will become effective without requiring formal amendment to this Agreement. In addition, if at any time there are changes in Laws (including, without limitation, any ordinances or other regulatory, administrative or governmental acts or measures) that increase HireRight's cost of providing services under this Agreement or reasonably require additional related services to be provided by HireRight, or in HireRight's determination restrict its ability to reasonably continue to provide the services pursuant to the terms of this Agreement, HireRight may, upon providing written notice to Subscriber, and in addition to its rights under Section 3(b) of this Agreement, add a reasonable surcharge or pricing modification to cover the added costs of providing the affected service(s). Subscriber acknowledges that it will be responsible for charges resulting from its errors in inputting data, duplicate order entries, and order cancellations initiated after processing has commenced.

#### 10. **CONFIDENTIAL INFORMATION**

(a) Confidential Information Defined. Pursuant to this Agreement, each party ("Disclosing Party") may disclose or make available to the other party ("Receiving Party"), whether orally or in physical form, non-public confidential or proprietary information concerning the Disclosing Party and its business, products and/or services, including, without limitation, its software; systems and technology; product and service specifications, methodologies and strategies; financial condition/financial results; pricing; Screening Reports; invoices; and trade secrets and other intellectual property (collectively, "Confidential Information"). Confidential Information does not include information that: (i) was rightfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party; (ii) was or is independently developed by the Receiving Party without use of the Confidential Information; (iii) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party in violation of this Agreement; or (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party and such source is not, to the best of the Receiving Party's knowledge, under any obligation to keep such information confidential.

(b) Duty of Confidentiality. The Receiving Party agrees: (i) to keep confidential and hold in strict confidence the Confidential Information; (ii) to take all commercially reasonable precautions to protect the confidentiality of the Confidential Information (which precautions shall be no less than those employed by the Receiving Party to preserve the confidentiality of its own confidential materials and information); (iii) that it will not, without the prior written consent of the Disclosing Party, or except in conjunction with a Required Disclosure, disclose any portion of the Confidential Information to any third-party; (iv) not to copy or reproduce the Confidential Information, except as reasonably required for the purposes contemplated in this Agreement (in which case Receiving Party shall ensure that any confidentiality or other proprietary rights notices on the Confidential Information are reproduced on all copies); (v) not to reverse engineer or disassemble any products, software, technology or tangible objects that utilize or contain such Confidential Information; and (vi) to return and/or destroy all Confidential Information of the Disclosing Party upon request.

(c) Required Disclosures. If the Receiving Party is requested in any judicial or administrative proceeding or by any governmental or regulatory authority (whether by depositions, interrogatories, requests for information or documents, subpoenas, civil investigative demands, or similar processes) or otherwise required by applicable Laws to disclose the Confidential Information (collectively, a "Required Disclosure"), the Receiving Party may make such disclosure, provided, to the extent legally permissible, it gives prompt written notice to the Disclosing Party of such Required Disclosure so that Disclosing Party may seek an appropriate protective order. HireRight will not: (i) be restricted from disclosing to Applicants their Screening Reports and file information, (ii) be restricted from disclosing Confidential Information to the extent necessary to perform its obligations under this Agreement, or (iii) be required to destroy, erase or return any Screening Reports or related Applicant data in HireRight's files.

#### 11. **LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable Laws, each party's total liability to the other party pursuant to this Agreement ("Limitation of Liability") shall not exceed three (3) times the fees paid by Subscriber and collected by HireRight pursuant to this Agreement within the twelve (12) month period immediately preceding the event(s) giving rise to the claim. HireRight's liability shall be further limited to the extent that any Applicant conduct giving rise to the claim, and the damages sustained thereby, are reasonably of the same class as the Screening Report record(s) at issue (e.g., should HireRight fail to accurately report an Applicant's motor vehicle record containing a moving violation, and if the Applicant is subsequently terminated by Subscriber for poor performance in a non-driving capacity, such performance would not be conduct of the same class as the moving violation). With respect to HireRight's liability relating to any Applicant claim alleging inaccurate or incomplete Screening Report information, Subscriber shall, prior to having taken any action adverse to the Applicant based on the inaccurate or incomplete Screening Report information, have provided HireRight a reasonable opportunity to reinvestigate the disputed information in accordance with HireRight's FCRA-imposed reinvestigation

obligations and deadlines, and Subscriber shall indemnify HireRight for failure to do so. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST REVENUE, LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THE FEES SET FORTH IN THIS AGREEMENT ARE BASED IN PART ON THE LIMITATIONS OF LIABILITY IN THIS SECTION 11. HireRight and Subscriber shall each use good faith reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to this Agreement.

## 12. INDEMNIFICATION

To the fullest extent permitted by applicable Laws, (i) each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other party and its officers, directors, employees, affiliates, representatives, agents, contractors and Suppliers (collectively, "Indemnified Party") from and against any third-party claims, demands, suits, judgments, costs, expenses, losses and liabilities, including, without limitation, reasonable attorneys' fees (collectively, "Claims"), to the extent arising out of the Indemnifying Party's failure to comply with the FCRA or other applicable Laws; (ii) HireRight shall indemnify, defend and hold harmless Subscriber and its officers, directors, employees, affiliates, representatives, agents, and contractors for any Claims arising out of HireRight's failure to comply with the HireRight Compliance Obligations defined in Section 3(g) of this Agreement; and (iii) Subscriber shall indemnify, defend and hold harmless HireRight and its officers, directors, employees, affiliates, representatives, agents, contractors and Suppliers for any Claims arising out of the Subscriber Compliance Obligations defined in Section 2(g) of this Agreement. Each party's total aggregate liability under this Section 12 shall not exceed the Limitation of Liability applicable to such party as set forth in Section 11.

Procedure. An Indemnified Party seeking indemnification pursuant to this Agreement shall provide the Indemnifying Party with prompt written notice of a Claim and shall cooperate with the Indemnifying Party in good faith and in all reasonable respects in connection with the defense of any such action at the expense of the Indemnifying Party. The Indemnified Party may, at its option, participate in the defense of any such Claim, with its separate counsel and at its own cost, and the Indemnifying Party agrees to cooperate in good faith and in all reasonable respects with such counsel; provided, however, that the Indemnifying Party shall have sole control of the defense and any settlement of such Claim or action, and the Indemnified Party shall not compromise or settle any such Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party shall not without the consent of the Indemnified Party (such consent not to be unreasonably withheld, conditioned or delayed), enter into any settlement that



requires a finding or admission of fault of the Indemnified Party, or reasonably can be expected to require a material affirmative obligation of, result in any ongoing material liability to, or otherwise prejudice the Indemnified Party.

**13. TERM; TERMINATION; ACCOUNT DEACTIVATION**

(a) Term. The term of this Agreement ("Term") commences on the Effective Date and, unless otherwise terminated pursuant to the terms of this Agreement, will continue in force for an initial period of three (3) years, and thereafter will automatically renew for successive periods of one (1) year each.

(b) Termination; Suspension. Either party may terminate this Agreement at any time: (i) for convenience, upon delivery of sixty (60) days advance written notice to the other party, or (ii) for cause, in accordance with this Section 13(b). A party may terminate this Agreement upon delivery of written notice to the other party if the non-terminating party: (i) defaults in the performance of its material obligations in this Agreement and fails to substantially cure such default within thirty (30) days after receipt of a written notice of breach, or (ii) becomes the subject of any proceeding commenced under the United States Bankruptcy Code, or executes an assignment for the benefit of creditors or files for relief under any applicable reorganization, moratorium or similar debtor relief Laws. Additionally, HireRight may suspend performance under this Agreement without penalty upon written notice to Subscriber if: (i) Subscriber's breach of this Agreement is reasonably determined by HireRight to be a violation of Law or to present a risk of non-compliance by HireRight with applicable legal or contractual obligations, (ii) required by a Supplier, (iii) Subscriber fails to timely pay amounts due under this Agreement, or (iv) HireRight reasonably suspects or identifies any misuse of or unauthorized access to its system and/or the services or Subscriber's account.

(c) Access to Screening Reports. Following the expiration or termination of this Agreement, HireRight will provide Subscriber with a reasonable time frame to: (i) download for its records copies of its Applicant Screening Reports, and/or (ii) obtain from HireRight, at HireRight's then-current fee, a CD or similar format containing copies of Subscriber's Applicant Screening Reports. Thereafter, HireRight shall have no further duty to maintain copies of Applicant Screening Reports for access by Subscriber.

(d) Account Deactivation. Subscriber acknowledges that if Subscriber is determined at any time not to meet HireRight's standard client credentialing requirements and as a result Subscriber's account is not activated, or is subsequently deactivated, then any prior charges incurred related to Subscriber's account, whether for account set-up registration or for pending or completed orders, shall be promptly paid to HireRight by Subscriber. HireRight may suspend or deactivate Subscriber's account(s) in the event Subscriber does not place any orders under its account(s) for an extended period of time, as determined in accordance with HireRight's standard account policies.

(e) Survival. All provisions of this Agreement that by their nature are reasonably intended to have effect after termination or expiration of this Agreement (including, without limitation, compliance, audit rights, privacy, data protection, confidentiality, dispute resolution, indemnity and limitation of liability) shall survive such termination or

expiration. Notwithstanding any termination, expiration or cancellation of this Agreement, Subscriber shall remain responsible for all charges incurred by Subscriber and for all of Subscriber's compliance obligations pursuant to this Agreement.

**14. NOTICES**

Any notices regarding this Agreement: (i) must be in writing, (ii) must be delivered (a) in person, (b) by certified mail, return receipt requested, postage pre-paid, or (c) by a nationally recognized overnight delivery service; (iii) must be delivered to the applicable party at the address set forth below in this Section 14, or such other address as a party may designate by notice in accordance with this Section 14; and (iv) will be deemed given on the date of delivery.

Notices to HireRight:

HireRight, LLC

3349 Michelson Dr., Suite 150

Irvine, CA 92612

Attn: Legal Department

\*Notices to Subscriber will be provided to the address provided by Subscriber to HireRight during the account set-up process.

**15. LEGAL SUPPORT SERVICES**

Except in relation to HireRight's express indemnity obligations set forth in this Agreement, if any, if HireRight (including any of its affiliates and subsidiaries) assists Subscriber or is otherwise required to participate in preparation for, defense of, or responding to any legal or regulatory proceedings involving or relating to Subscriber, including, without limitation, subpoenas, depositions, hearings and trials (collectively, "Legal Support Services"), Subscriber shall reimburse HireRight for all costs and expenses HireRight reasonably incurs in connection therewith, including, without limitation, reasonable attorneys' fees and disbursements. HireRight will use reasonable efforts to provide Subscriber advance notice prior to HireRight participating in any Legal Support Services or otherwise incurring costs and expenses that are subject to reimbursement by Subscriber pursuant to this Section 15. Except to the extent required by applicable Law, HireRight is under no obligation to provide Legal Support Services to Subscriber and will evaluate such matters on a case by case basis.

**16. MISCELLANEOUS**

(a) Entire Agreement; No Third-Party Beneficiaries. This Agreement (including, without limitation, Subscriber's HireRight application paperwork and all attachments hereto, which are hereby incorporated by reference and included in the definition of "Agreement") sets forth the final and complete agreement between the parties with respect to the subject matter hereof, supersedes any prior or contemporaneous written or verbal discussions, and except as otherwise expressly set forth in this Agreement is not intended to confer any rights, remedies or claims to any third-party.

(b) Amendment. Except as otherwise set forth in this Agreement, this Agreement may be modified only by a writing executed by an authorized representative of both parties. This Agreement may not be modified by any purchase order or similar order forms received from Subscriber, even if HireRight has accepted or acknowledged receipt of such forms.

(c) Waiver. The failure of a party to enforce its rights in this Agreement shall not be construed as a waiver of such rights.

(d) Severability. If any provision of this Agreement, in whole or in part, is determined to be illegal, unenforceable or invalid, such provision shall be deleted from this Agreement and shall not affect the legality, enforceability or validity of the remainder of this Agreement.

(e) Interpretation. This Agreement shall be considered drafted mutually by the parties.

(f) Assignment. Neither party shall assign this Agreement without the prior written consent of the other party; provided, however, that HireRight shall have the right to assign this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets. The foregoing limitation on Subscriber's ability to assign this Agreement is due, in part, to HireRight's regulatory obligations and related customer credentialing procedures and requirements. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns, if any.

(g) Remedies Cumulative. Subject to the Limitation of Liability in Section 11, all remedies available to either party related to this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

(h) Force Majeure. The obligations of either party to perform under this Agreement (other than payment obligations) shall be excused during a reasonable period of delay caused by matters beyond such party's reasonable control, including, without limitation: changes in Laws; closure or unavailability of universities, courthouse or other data sources; power or internet service failure; third-party system or service integration failure; war; and earthquake, fire, flood or other natural disaster.

(i) Governing Law; Venue; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws. In the event of any dispute between the parties related to this Agreement, if the parties are unable to resolve the dispute after holding good faith and confidential discussions, then the dispute shall be submitted to, and determined exclusively by, binding arbitration conducted in Orange County, California, pursuant to the rules and procedures of Judicial Arbitration and Mediation Services (JAMS). The parties agree that the arbitration proceedings, communications and any resulting decisions /awards shall be treated as confidential unless otherwise required by applicable Laws. Notwithstanding the foregoing, each party shall be entitled to seek immediate injunctive relief to protect its Confidential Information.

(j) Relationship of the Parties. The parties will perform their obligations in this Agreement as independent contractors. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent between the parties.

(k) Title. Subscriber acknowledges that all title, ownership and intellectual property rights in the HireRight system, products and services, including, without limitation, all work performed under any statement of work by HireRight in the performance of its services, and all documentation relating thereto, shall remain the property of HireRight and/or its licensors or Suppliers, as applicable. Subscriber further acknowledges that HireRight is an aggregator of third-party data and information and that all content contained in Screening Reports is the property of the applicable content owner and may be protected by applicable contract, copyright and related Laws. Subject to applicable Laws and the terms of this Agreement, Subscriber will retain the perpetual right to maintain its copies of Screening Reports.

(l) Counterparts; Validity of Facsimile and Scanned Signatures. This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, scanner/email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

## **Drug and Health Services Terms ("DHS Terms")**

### **1. Services**

These DHS Terms are only applicable if Subscriber uses HireRight's Drug and Health Services, as outlined below. Upon Subscriber's request and subject to the terms and conditions of these DHS Terms, HireRight agrees to provide or facilitate the provision of substance abuse testing, medical review officer ("MRO") and related program administration, laboratory testing and other laboratory and occupational health screening, questionnaire and clinic services specified in the attached Schedule of Fees, in connection with Subscriber's screening of job applicants, employees and/or other persons for which Subscriber has a legally permissible purpose to conduct the screening pursuant to these DHS Terms (collectively, "Candidate" or "Applicant"). All reports and screening results, regardless of format, provided by HireRight to Subscriber pursuant to these DHS Terms are defined as "Screening Reports." References to "Screening Report(s)" refer to an entire Screening Report, as well as any and all specific information contained in such Screening Report. Subscriber acknowledges that certain products and services may be provided by or through HireRight's affiliates and/or subsidiaries; provided, however, HireRight shall remain solely responsible for such affiliates' and subsidiaries' performance under these DHS Terms. Notwithstanding anything to the contrary in the Services Agreement, the parties acknowledge that Screening Reports and other services ordered and provided

pursuant to these DHS Terms (collectively, "DHS Services") may be ordered in connection with Subscriber's screening of job applicants, employees and/or other persons for which Subscriber has a legally permissible purpose to conduct the screening.

## **2. HireRight Obligations**

(2.1) HireRight shall be responsible for identifying and complying with all Laws applicable to HireRight in connection with its obligations under these DHS Terms. HireRight may act as a Third Party Administrator ("TPA") as that term is defined by the U. S. Department of Transportation ("DOT") in administering Subscriber's drug and alcohol testing program and will comply with DOT regulations to the extent applicable in fulfilling its obligations under these DHS Terms.

(2.2) MRO services provided under these DHS Terms shall be performed in accordance with Subscriber-specific requirements, if any, specifically set forth in the Schedule of Fees.

(2.3) HireRight will establish laboratory testing services for Subscriber at a SAMHSA certified laboratory(s) to serve Subscriber's substance abuse testing program, unless Subscriber has otherwise directed HireRight to use other legally acceptable non-SAMHSA testing methodologies, which shall be specifically set forth in the Schedule of Fees.

(2.4) HireRight will use reasonable efforts to promptly report untroubled negative test results after receiving all necessary testing results and documentation required for reporting. For purposes of this section, "untroubled" means there are no unresolved administrative or medical issues preventing MRO verification of the test results.

(2.5) HireRight will use reasonable efforts to promptly report non-negative test results after receiving all necessary testing results and documentation required for reporting.

(2.6) If applicable, test information maintained by HireRight for DOT testing programs will be provided to Subscriber for its use in completing the DOT Drug And Alcohol Testing MIS Data Collection Form.

(2.7) HireRight will use reasonable efforts to make available to Subscriber individual records related to alcohol and drug testing performed by HireRight for Subscriber, except records containing confidential medical information, within an average of two (2) business days of written notification by Subscriber of such request, at location(s) of Subscriber's choosing and at Subscriber's expense for copying, shipping charges and any other applicable charges set forth in the Schedule of Fees. Requests for production of multiple or archived records may require additional time.

(2.8) Subscriber recognizes that HireRight at times may act as a "consumer reporting agency" as defined by the FCRA and applicable state Laws, and HireRight will comply with the FCRA to the extent applicable in fulfilling its obligations under these DHS Terms.

(2.9) Except as otherwise required or authorized by applicable Laws, HireRight will not release individual test results to any person without first obtaining specific written authorization from the tested Candidate; provided, however, that nothing in this paragraph

shall prohibit HireRight from releasing such information to: (a) Subscriber or its agents, (b) any federal, state or local agency with regulatory authority over Subscriber's testing program, the tested individual, or as part of an accident investigation, etc.; (c) comply with its legal obligations related to requests resulting from legal action initiated by a Candidate, including but not limited to lawsuits, unemployment hearings, workers' compensation hearings, or grievances; or (d) in response to court orders or valid subpoenas.

(2.10) In the case of any legal challenge regarding a test or related services administered by HireRight, HireRight may, in its sole discretion, provide expert testimony and/or other litigation support services with respect to the technical issues regarding the performance of such test. Costs, fees and expenses for this service will be the responsibility of the Subscriber, as provided in Schedule of Fees or otherwise agreed in writing between HireRight and Subscriber.

### 3. **Subscriber Obligations**

(3.1) Subscriber shall be responsible for identifying and complying with all Laws applicable to Subscriber in connection with its obligations under these DHS Terms, including but not limited to those affecting the circumstances in which Candidates may be tested, those related to making appropriate disclosures and those related to obtaining appropriate consent from each Candidate as part of the testing process. Without limiting the foregoing, Subscriber will:

a. Comply with FCRA Section 604(b)(2)(A) which requires that (i) a clear and conspicuous disclosure has been made in writing to the Applicant at any time before the Screening Report is procured or caused to be procured, in a document that consists solely of the disclosure, that a Screening Report may be obtained for employment purposes; and (ii) the Applicant has authorized in writing the procurement of the Screening Report by Subscriber;

b. Comply with FCRA Section 604(g)(1)(B) which requires that (i) specific written consent be obtained from the Applicant for the furnishing by HireRight to Subscriber of Screening Reports that contain medical information (as such term is defined in FCRA Section 603(i)); and (ii) such consent describes in clear and conspicuous language the use for which the medical information will be furnished; and

c. Comply with all other requirements set forth in the Agreement, including but not limited to Attachment A (Compliance Certification), to the extent applicable to the DHS Services.

(3.2) If Subscriber utilizes HireRight's medical questionnaire product to obtain information from the Applicant regarding their physical or health condition or history or immunization status, Subscriber represents and warrants that the information being obtained is job related and consistent with business necessity, and such information is being obtained and will be used solely for the purpose of determining if the Applicant satisfies, with or without reasonable accommodation, the legitimate occupational health requirements of the position for which they are being considered.

(3.3) For informational purposes related to Section 3.1(b) above, sample forms are available [https://info.hireright.com/DHS\\_SampleForms](https://info.hireright.com/DHS_SampleForms). If Subscriber chooses to use any sample forms made available by HireRight, Subscriber must carefully review such form(s) and make any changes necessary to ensure that the disclosures and other information provided are accurate and complete as related to Subscriber's specific screening and testing program. All Subscriber custom forms or changes to the sample forms are subject to review by HireRight.

(3.4) Subscriber authorizes HireRight, in its good faith discretion, to request specific information from any individual and/or to order additional tests as necessary or appropriate and related to tests performed for Subscriber. Subscriber agrees to pay for additional costs, fees and expenses related to such information requests or additional testing performed.

(3.5) Subscriber acknowledges that performance of necessary verification procedures may be dependent upon cooperation by Subscriber representatives, tested Candidates, personal physicians and/or health care providers that may possess relevant information. Subscriber agrees that HireRight shall have no responsibility for services or service levels that are delayed or cannot be provided due to lack of such cooperation.

(3.6) Subscriber shall keep and maintain copies of all Candidate consent forms and Candidate notices for a minimum period of five (5) years (or such longer period as may be required by applicable Law) and Subscriber shall promptly make available to HireRight for compliance review purposes such records and other documentation reasonably requested.

## **Integration Implementation Terms**

### **1. Services**

These Integration Implementation Terms ("Integration Terms") are only applicable if Subscriber integrates HireRight's background screening solution with selected human resource solutions offered by third party providers (each an "Integration Application Provider"). Depending on the Integration Application Provider, the application may be third-party hosted or client-hosted. HireRight's integration service consists of:

(a) Implementation services by dedicated HireRight resources to assist with the selection and implementation of appropriate integration and account configuration options. Includes HireRight system functionality necessary to access integration with the Integration Application Provider and the provision of configuration information necessary to enable the integration solution.

(b) HireRight 24/5 customer and technical support in accordance with Section 4 below.

## 2. SERVICE TERMS & CONDITIONS

(a) Internal Business Use. Subscriber shall utilize the HireRight integration services and deliverables for Subscriber's own internal business purposes only, in accordance with all applicable laws, and only in connection with HireRight's services.

(b) Deliverables; Limited Performance Remedy. All work performed and deliverables (including applicable documentation) created and/or deployed by HireRight in connection with Subscriber's integration shall, as between HireRight and Subscriber, be owned exclusively by HireRight. HireRight will perform all services in a professional and workmanlike manner in accordance with applicable industry standards and applicable laws. In the event that any HireRight deliverable fails to reasonably conform or perform to its specifications, HireRight shall make commercially reasonable efforts to promptly remedy that which is promptly reported by Subscriber. In no event will HireRight's liability in connection with integration work performed exceed the fees paid by Subscriber to HireRight hereunder and/or any applicable Statement of Work created pursuant to Section 2(c) below.

(c) Customized Solutions. Subscriber understands that the scope of integration solutions herein do not include features, functionality and/or service levels (collectively, "Customizations") outside of HireRight's standard integration offering, such as the following: (i) custom integration with certain other HireRight products; (ii) custom adverse action letters and custom electronic signature disclosure and consent forms; (iii) custom billing procedures; and (iv) other requirements beyond those HireRight currently provides its general client base. Should Subscriber request Customizations that HireRight determines it can reasonably accommodate, Subscriber and HireRight will document in a mutually acceptable "Statement of Work" the applicable terms and professional services fees for such work.

(d) Integration Application Provider Fees and Licenses. Subscriber understands that any fees and services quoted herein are exclusive of any and all fees charged and licenses required of Subscriber by the Integration Application Provider in order to utilize its application and/or integrate same with HireRight. Subscriber shall be responsible for contracting directly with the Integration Application Provider to obtain and maintain any and all such rights.

(e) Integration Errors. HireRight will work in good faith to reasonably and timely resolve any interference with integration functionality over which HireRight has reasonable control. Subscriber acknowledges that HireRight may have no control over and shall not be responsible for integration downtime and/or errors directly or indirectly caused by the Integration Application Provider.

(f) Integration Availability. Notwithstanding anything to the contrary in these Integration Terms or any Statement of Work, in the event HireRight's rights to integrate with the Integration Application Provider should terminate at any time, Subscriber's integration rights hereunder shall concurrently terminate. HireRight will use its best efforts to provide Subscriber with as much advance notice as practicable of any such termination. In the



event of any such termination, HireRight shall work with the Subscriber to provide an alternative, appropriate integration solution.

**3. UPDATES & UPGRADES**

(a) Updates and Upgrades. As part of HireRight's integration maintenance and support services hereunder, Subscriber shall automatically receive integration updates ("Updates") which HireRight deploys at no additional cost or license to all its customers on the same integration platform and version as Subscriber. Updates shall relate to the generic integration architecture and functionality between the Integration Application Provider's system and HireRight's system. Updates shall not include any release, enhancement, feature, future product, new version or release that HireRight licenses and/or charges separately (individually or collectively, an "Upgrade"). HireRight reserves the right to cease supporting current integration platform versions (and, subject to Section 3(b) below, to require that Subscriber migrate to newer versions supported by HireRight) at the earlier to occur of: (i) 24 months following release of a more recent version of such integration platform, or (ii) the Integration Application Provider ceasing to support Subscriber's current integration platform version.

(b) Integration Application Provider Upgrade. In the event HireRight, at its sole discretion, incorporates and makes available to its customers an available Upgrade deployed by the Integration Application Provider, and should Subscriber migrate to such Upgrade, HireRight shall work with the Subscriber to implement the Upgrade, subject to HireRight's standard, new implementation service processes described herein.

(c) Subscriber Customizations. Additionally, in the event any Update or Upgrade requires HireRight to perform services specific to Subscriber's account (e.g., re-training, account reimplementation, custom development work, or other non-recurring engineering specific to Subscriber) to maintain performance of and/or accommodate any Subscriber Customizations, then HireRight will, upon advance notice to Subscriber, perform such services at reasonable and mutually acceptable fees and milestones to be set forth in a separate Statement of Work.

**4. CUSTOMER AND TECHNICAL SUPPORT**

(a) Tier-1 Support. The first line of integration-related customer and technical support for Subscriber's users will be provided by Subscriber, and all integration-related service calls (e.g., calls relating to how to access and order HireRight's services through the Integration Application Provider's interface and/or in accordance with Subscriber's internal ordering procedures) by Subscriber's users initially will be directed to, and responded to, by Subscriber. Subscriber will be responsible for having its representatives available to assist its users with questions or problems concerning the integration.

(b) HireRight Support. The HireRight help-desk will provide secondary support to Subscriber's users experiencing technical problems or other issues with the integration which Subscriber's customer service representatives are not qualified to handle or not able to fully resolve.

5. **FEES**

Applicable Fees for Integration Implementation, Update or Upgrade Implementation and Annual Maintenance shall be set forth in Schedule of Fees attached to the Subscriber Agreement.

6. **TERM**

Upon the expiration or earlier termination of the Subscriber Agreement, all rights of Subscriber hereunder to integration access and deliverables shall concurrently terminate.

Signature Authority. Each party represents that this Agreement, which includes the DHS and Integration Implementation Terms, as applicable, has been electronically executed on its behalf by a representative authorized to bind such party with respect to the undertakings and obligations contained herein, and this Agreement shall be deemed effective upon HireRight's activation of Subscriber's account.

Town of Apex  
Company Name

Signature

Catherine  
First Name

Crosby  
Last Name

Date

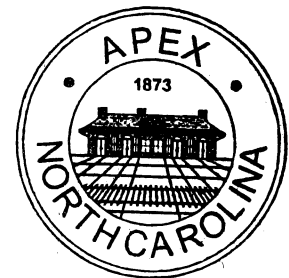
3/10/21

Town Manager

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

Vance Holloman

Vance Holloman, Finance Director



**Attachment B  
Schedule of Fees**

**Packages**

Package Name	Package Description	Price (\$)
Basic Criminal	Criminal Felony & Misdemeanor - 7 yr Unlimited# of Counties as revealed by the SSN TraceSSN TraceSSN ValidationWidescreen Plus National Criminal Search	34.20

**PriceList**

Service Name	Service Price (\$)
Adult Abuse Registry	8.00
Adverse Action Letter	5.00
Adverse Media Search (English)	75.00
Alcohol Testing	48.40
Animal Rights Activism Search	69.75
Assets / Real Property	45.00
Audiogram	49.25
Automated Email Adverse Letter	2.00
BasicScreen	8.70
Blood Alcohol Test	63.40
BrokerCheck	10.00
Case Copy	28.00
CBC	78.10
CDLIS+	3.50
Chest X-Ray	123.60
Child Abuse Registry	8.00
Civil Upper & Lower	11.50
Corporate Party Affiliation	15.20
Criminal Felony & Misdemeanor	8.50
Current Employment	9.00
CV Analysis	38.00
CV Analysis Plus	38.00
DAC Employment History File	0.00
Data Entry	5.00
Data Entry Fee	5.00
DEA Controlled Substance Licenses	11.00

Service Name	Service Price (\$)
DOT Alcohol Test	48.40
DOT Compliance (FMCSA)	10.00
DOT Compliance (FRA, PHMSA, USCG)	10.00
DOT Compliance (FTA)	10.00
DOT Drug Testing	36.70
DOT Drug/Alcohol Verification (2 yr) (Aviation)	10.00
DOT Drug\Alcohol Verification (FMCSA)	10.00
DOT Drug\Alcohol Verification (FRA,PHMSA,USCG)	10.00
DOT Drug\Alcohol Verification (FTA)	10.00
DOT Physical	92.35
Driving School Record	6.75
Drug & Alcohol Clearinghouse	3.00
Drug Testing	32.30
Drug/Alcohol History Database	2.50
Drug/Alcohol History Database - Release Processed	0.00
E-mail Report to Applicant	0.00
Education Plus	12.00
Education Report	9.00
EHF Driving School Contribution	0.00
EHF Drug/Alcohol Contribution	0.20
EHF Pre-Employment Drug Contribution	0.00
EHF Termination Contribution	2.40
Employee Credit	5.00
Employment Plus	12.00
Employment Report	9.00
FAA Accident and Incident	14.00
FAA Airframe and Powerplant License	13.00
FAA PRIA Records	18.00
FBI Fingerprinting	40.00
FDA Debarment	7.00
Federal Bankruptcy	6.00
Federal Civil	6.00
Federal Criminal	6.00
Federal Criminal - National	21.00

Service Name	Service Price (\$)
Fictitious Business Name	55.00
FINRA Fingerprinting	40.00
FMCSA PSP	3.50
Gap Enhanced	33.00
Gap Reference	20.00
Gap Review	15.00
Gap Standard	13.00
Global Education	9.00
Global Employment	9.00
Global ID Check	25.00
Global Sanctions & Enforcement	11.00
GSA Search	4.50
GSA/OIG - Excluded Parties	5.50
Hair Drug Test	102.70
Health Care Sanctions - All	11.00
Health Care Sanctions - Federal	6.00
Health Care Sanctions - State	9.00
Health Care Sanctions - State Med	7.00
Healthcare Statewide Criminal Search	10.50
HepA Vaccine	165.50
Hepatitis A Titer	152.85
Hepatitis C Titer	128.00
HepB Titer	125.00
HepB Vaccine	130.60
HireRight Account Application Fee	150.00
HireRight DAC Widescreen	15.00
I-9 Employment Eligibility	3.35
I-9 Form Submission Fee	3.35
I-9 Form Upload Fee	3.35
I-9 Supporting Document Upload Fee	0.45
Influenza	64.65
Interpol Criminal Search	6.00
Lift Test	67.70
Mail Report to Applicant	6.00

Service Name	Service Price (\$)
Managed Adjudication 3.0	3.00
Military Service	10.50
MMR Titer	157.70
MMR Vaccine	153.80
MVR	3.50
MVR Express	4.00
MVR Standard	2.75
National Driver Registry (NDR)	18.80
National Insurance Producer Registry	6.75
National Sex Offender Registry	5.00
Natl Practitioners/HC Integrity	17.50
Nurse Aide Registry	8.00
OIG Exclusion Search	4.50
OSHA Respiratory Questionnaire	65.80
Period of Service Drug/Alcohol Disclosure	0.00
Period of Service Drug/Alcohol Report	3.50
Physical Examinations	92.35
Pre-Employment Drug/Alcohol Disclosure	0.00
Pre-Employment Drug/Alcohol Report	3.50
PRIA Drug/Alcohol Verification (5 yr)	10.00
PRIA Pilot Employer Records	20.00
Prof Liability Coverage-Malpractice History	25.00
Professional Licenses Report	9.00
Professional Qualification Verification	9.00
Professional Reference Check Report	9.00
Prohibited Parties	4.50
Pulmonary Function Test	89.25
Recurring Subscription Fee	275.00
Respiratory Fit Test	61.55
Self Adjudication 3.0	1.00
Sex Offender Registry	4.50
Social Media Search	40.00
SSN Trace	2.95
SSN Validation	1.00

Service Name	Service Price (\$)
SSN Verification	8.00
Statewide Criminal Search	10.00
T-SPOT	292.35
TB Test - PPD	41.55
TDaP Vaccine	117.75
Transportation Employment History	6.75
UCC Filing Search	17.30
Use Disclosure & Consent Form - E-Signature	0.00
Varicella Titer	128.40
Varicella Vaccine	162.75
Verification of Clinical Reference-Physician	25.00
Verification of Institutional Privileges-Status	25.00
Vision	49.25
Widescreen Plus National Criminal Search	9.00
Workers Compensation Report	8.50

**Primary Products - Packaged Ordering**

Criminal (bundle does not include SSN Trace)

Criminal Felony & Misdemeanor - 5 years (a)  
\$8.50

Criminal Felony & Misdemeanor - 5 years (a) - Up to 2 counties as revealed by SSN Trace  
\$15.30

Criminal Felony & Misdemeanor - 5 years (a) - Up to 3 counties as revealed by SSN Trace  
\$19.55

Criminal Felony & Misdemeanor - 5 years (a) - Unlimited # of counties as revealed by SSN Trace  
\$21.25

Criminal Felony & Misdemeanor - 7 years (a) - Up to 2 counties as revealed by SSN Trace  
\$15.30

Criminal Felony & Misdemeanor - 7 years (a) - Up to 3 counties as revealed by SSN Trace  
\$19.55

Criminal Felony & Misdemeanor - 7 years (a) - Unlimited # of counties as revealed by SSN Trace  
\$21.25

Criminal Felony & Misdemeanor - 10 years (a)  
\$9.50

Criminal Felony & Misdemeanor - 10 years (a) - Up to 2 counties as revealed by SSN Trace  
\$17.10

Criminal Felony & Misdemeanor - 10 years (a) - Up to 3 counties as revealed by SSN Trace  
\$21.85

Criminal Felony & Misdemeanor - 10 years (a) - Unlimited # of counties as revealed by SSN Trace  
\$23.75

Criminal Felony & Misdemeanor - ONE county - unlimited/readily available years (a)  
\$10.50

Criminal Felony & Misdemeanor - Unlimited/Readily Available (a) - Up to 2 counties as revealed by SSN Trace  
\$18.90

Criminal Felony & Misdemeanor - Unlimited/Readily Available (a) - Up to 3 counties as revealed by SSN Trace  
\$26.25

Criminal Felony & Misdemeanor - Unlimited/Readily Available (a) - Unlimited # of counties as revealed by SSN Trace  
\$29.40

Federal Criminal - all districts as revealed per trace(a)  
\$12.00

Federal Criminal - all districts in ALL states as revealed per trace(a)  
\$16.80

Federal Bankruptcy - all districts as revealed per trace(a)  
\$12.00

Federal Civil - all districts as revealed per trace(a)  
\$12.00

Statewide Criminal Search - All States as revealed per trace (a)  
\$15.00

County Civil Upper & Lower (a) - Up to 2 counties as revealed by SSN Trace  
\$20.70

County Civil Upper & Lower (a) - Up to 3 counties as revealed by SSN Trace  
\$26.45

County Civil Upper & Lower (a) - Unlimited # of counties as revealed by SSN Trace  
\$28.75

#### **Verifications**

5 year Employment History - Up to 2 employers - (b)  
\$15.30

5 year Employment History - Up to 3 employers - (b)  
\$20.70

5 year Employment History - All employers - (b)  
\$22.50

7 year Employment History - Up to 2 employers - (b)  
\$16.20

7 year Employment History - Up to 3 employers - (b)  
\$22.50

7 year Employment History - All employers - (b)  
\$27.00

10 year Employment History - Up to 2 employers - (b)  
\$18.00



10 year Employment History - Up to 3 employers - (b)  
\$27.00

10 year Employment History - All employers - (b)  
\$31.50

5 year Employment Plus History - Up to 2 employers - (b)  
\$20.40

5 year Employment Plus History - Up to 3 employers - (b)  
\$27.60

5 year Employment Plus History - All employers - (b)  
\$30.00

7 year Employment Plus History - Up to 2 employers - (b)  
\$21.60

7 year Employment Plus History - Up to 3 employers - (b)  
\$30.00

7 year Employment Plus History - All employers - (b)  
\$36.00

10 year Employment Plus History - Up to 2 employers - (b)  
\$24.00

10 year Employment Plus History - Up to 3 employers - (b)  
\$36.00

10 year Employment Plus History - All employers - (b)  
\$42.00

Post Employment Verification (b)  
\$9.00

Education - Pkg. Max 2 - Last Two Educations (b)  
\$13.50

Education - Pkg. - All Previous Degrees (b)  
\$18.00

Education Plus - Pkg. Max 2 - Last Two Educations (b)  
\$18.00

Education Plus - Pkg. - All Previous Degrees (b)  
\$24.00

Professional Reference Check Report - (Qty 2 References) - (Standard 6 questions)  
\$18.00

Professional Reference Check Report - (Qty 3 References) - (Standard 6 questions)  
\$27.00

DOT Compliance (FMCSA) - 7 year, all previous DOT employers (b)  
\$30.00

DOT Drug\Alcohol Verification (FMCSA) - 3 year, all previous DOT employers (b)  
\$15.00

DOT Compliance (FMCSA) - 7 year DOT employment history and 3 year DOT Drug\Alcohol Verification (b)  
\$30.00

DOT Drug\Alcohol Verification (Aviation) - 2 year, all previous DOT employers (b)  
\$15.00

DOT Compliance (FTA) - 7 year, all previous DOT employers (b)  
\$30.00

DOT Drug\Alcohol Verification (FTA) - 2 year, all previous DOT employers (b)  
\$15.00

DOT Compliance (FRA, PHMSA, USCG) - 7 year, all previous DOT employers (b)  
\$30.00

DOT Drug\Alcohol Verification (FRA, PHMSA, USCG) - 2 year, all previous DOT employers (b)  
\$15.00

Professional Reference Check - per additional question  
\$1.50

Add Methaqualone to a Standard Urine Drug Test  
\$1.65

Add MDMA (Ecstasy) to a Standard Urine Drug Test  
\$0.65

Add Cotinine (Nicotine) to a Standard Urine Drug Test  
\$9.70

Add Expanded Opiates (includes Oxycodone) to a Standard Urine Drug Test  
\$5.25

Add Urine Alcohol test to a Standard Urine Drug Test  
\$2.45

Add Urine Fentanyl test to a Standard Urine Drug Test  
\$2.05

Add Tramadol test to a Standard Urine Drug Test  
\$2.05

Add Meperidine test to a Standard Urine Drug Test  
\$2.05

Add K2 test to a Standard Urine Drug Test  
\$20.20

Add Carisoprodol (SOMA) test to a Standard Urine Drug Test  
\$9.70

Add Ketamine to a Standard Urine Drug Test  
\$9.70

Add Buprenorphine to a Standard Urine Drug Test  
\$9.70

Add Tricyclic Antidepressants (TCA) test to a Standard Urine Drug Test  
\$6.50

Add Butorphanol test to a Standard Urine Drug Test  
\$13.55

Add Flunitrazepam test to a Standard Urine Drug Test  
\$13.55

Add Naltrexone test to a Standard Urine Drug Test  
\$13.55

Add Expanded Benzodiazepines test to a Standard Urine Drug Test  
\$19.40

Add Narcotics panel (oxycodone, meperidine, fentanyl, nalbuphine, pentazocine) to a Standard Urine Drug Test  
\$32.30

DOT Urine Drug Test - In Network Only\*  
\$36.70

DOT Urine Drug Test - Preferred clinic network  
\$41.55

DOT Urine Drug Test - Extended clinic network  
\$59.45

Non-DOT Urine Drug Test w/ eCOC - 5 Panel - w/ MRO on all - In Network Only\*  
\$32.30

Non-DOT Urine Drug Test w/ eCOC - 9 Panel - w/ MRO on all - In Network Only\*  
\$32.30

Non-DOT Urine Drug Test w/ eCOC - 5 Panel - w/ MRO on all - Preferred clinic network  
\$37.10

Non-DOT Urine Drug Test w/ eCOC - 9 Panel - w/ MRO on all - Preferred clinic network  
\$37.10

Non-DOT Urine Drug Test - 5 Panel - w/ MRO on all - Extended clinic network  
\$58.10

Non-DOT Urine Drug Test - 9 Panel - w/ MRO on all - Extended clinic network  
\$58.10

e-Cup (Non-DOT POCT) Urine Drug Test w/ eCOC - 5 panel - w/MRO on all - pricing is based on collection at Preferred clinic network  
\$35.50

e-Cup (Non-DOT POCT) Urine Drug Test w/ eCOC - 5 panel - w/MRO on all - pricing is based on collection at Extended clinic network  
\$61.30

x-Cup (Non-DOT POCT) Urine Drug Test w/ eCOC - 6-10 panel w/MRO on all - pricing is based on collection at Preferred clinic network  
\$37.10

x-Cup (Non-DOT POCT) Urine Drug Test w/ eCOC - 6-10 panel w/MRO on all - pricing is based on collection at Extended clinic network  
\$62.90

Breath/Alcohol - Preferred clinic network  
\$48.40

Breath/Alcohol - Extended clinic network  
\$58.10

DOT Breath/Alcohol - Preferred clinic network  
\$48.40

DOT Breath/Alcohol - Extended clinic network  
\$58.10

Blood/Alcohol - Preferred clinic network  
\$63.40

Blood/Alcohol - Extended clinic network  
\$80.10

Hair Testing - 5/7 Panel - w/ eCOC - Preferred clinic network  
\$102.70

Hair Testing - 5/7 Panel - w/ eCOC - Extended clinic network  
\$122.05

Oral Fluid Drug Test Kit (lab-based) - 5-9 Panel - Pricing is per kit, 25 kits per box with a 1 box minimum order. Shipping and handling will be passed through to customer.  
\$4.85

Oral Fluid Drug Test (lab-based) - 5 Panel - Includes Laboratory testing, GC/MS/LS confirmation testing if needed, MRO review, Electronic Results Reporting. Collection is excluded and performed by the customer.  
\$21.00

Oral Fluid Drug Test (lab-based) - 9 Panel - Includes Laboratory testing, GC/MS/LS confirmation testing if needed, MRO review, Electronic Results Reporting. Collection is excluded and performed by the customer.  
\$23.40

Oral Fluid instant screen - 5-10 panel POCT. Pricing is per kit, 25 kits per box w/ 1 box min order. Includes device for testing. No confirmation testing, data management of results or MRO services. Product shipping cost passed to customer upon order.  
\$8.90

Add Alcohol to any Oral Fluid Drug Test  
\$2.45

Add K2 to any Oral Fluid Drug Test  
\$24.20

Add Bath Salts to any Oral Fluid Drug Test  
\$29.85

Add Expanded Opiates to any Oral Fluid Drug Test  
\$3.65

Add MDMA/Ecstasy to any Oral Fluid Drug Test  
\$2.45

Add Cotinine/Nicotine to any Oral Fluid Drug Test  
\$12.10

Manual Instant POCT Urine Testing - 5 Panel. Pricing is for device. Includes GC/MS confirmation, MRO review, Excludes specimen collection.  
\$13.75

Manual Instant POCT Urine Testing - 9/10 Panel. Pricing is for device. Includes GC/MS confirmation, MRO review, Excludes specimen collection.  
\$15.35

Physical (DOT) - Standard - Preferred clinic network  
\$92.35

Physical (DOT) - Standard - Extended clinic network  
\$130.25

Physical (DOT) - Standard Plus- Preferred clinic network  
\$102.35

Physical (DOT) - Standard Plus - Extended clinic network  
\$140.25

Physical (DOT) - Premier - Preferred clinic network  
\$112.35

Physical (DOT) - Premier - Extended clinic network  
\$150.25

Physical (Non-DOT look Alike) - Standard - Preferred clinic network  
\$92.35

Physical (Non-DOT look Alike) - Standard - Extended clinic network  
\$130.25

TB PPD Test - Standard - Consolidated billing with Electronic Medical Record. Preferred clinic network  
\$41.55

TB PPD Test - Standard - Consolidated billing with Electronic Medical Record. Extended clinic network  
\$65.40

Chest X Ray (1 view) - Standard - Consolidated billing with Electronic Medical Record. Preferred clinic network  
\$123.60

Chest X Ray (1 view) - Standard - Consolidated billing with Electronic Medical Record. Extended clinic network  
\$141.40

Chest X Ray (2 views) - Standard - Consolidated billing with Electronic Medical Record. Preferred clinic network  
\$144.00

Chest X Ray (2 views) - Standard - Consolidated billing with Electronic Medical Record. Extended clinic network  
\$169.10

Lift Test Level 1 - 50 lbs - Standard - Consolidated billing with Electronic Medical Record. Preferred clinic network  
\$67.70

Lift Test Level 1 - 50 lbs - Standard - Consolidated billing with Electronic Medical Record. Extended clinic network  
\$101.45

Lift Test Level 2 - 75 lbs - Standard - Consolidated billing with Electronic Medical Record. Preferred clinic network  
\$78.50

Lift Test Level 2 - 75 lbs - Standard - Consolidated billing with Electronic Medical Record. Extended clinic network  
\$178.80

Oxford T-Spot - includes blood draw - Standard - Consolidated billing with Electronic Medical Record. Preferred clinic network  
\$292.35

Oxford T-Spot - includes blood draw - Standard - Consolidated billing with Electronic Medical Record. Extended clinic network  
\$292.35

Audiogram (Hearing Test) - Consolidated billing with Electronic Medical Record. Preferred clinic network  
\$49.25

Audiogram (Hearing Test) - Consolidated billing with Electronic Medical Record. Extended clinic network  
\$60.85

Vision Test: Snellen - Consolidated billing with Electronic Medical Record. Preferred clinic network  
\$49.25

Vision Test: Snellen - Consolidated billing with Electronic Medical Record. Extended clinic network  
\$55.35

Vision Test: Titmus - Consolidated billing with Electronic Medical Record. Preferred clinic network  
\$49.25

Vision Test: Titmus - Consolidated billing with Electronic Medical Record. Extended clinic network  
\$71.30

Vision Test: Ishihara - Consolidated billing with Electronic Medical Record. Preferred clinic network  
\$49.25

Vision Test: Ishihara - Consolidated billing with Electronic Medical Record. Extended clinic network  
\$51.70

Vision Test: Jaeger - Consolidated billing with Electronic Medical Record. Preferred clinic network  
\$49.25

Vision Test: Jaeger - Consolidated billing with Electronic Medical Record. Extended clinic network  
\$61.75

OSHA Questionnaire- Standard - Consolidated billing with Electronic Medical Record. Preferred clinic network  
\$65.80

OSHA Questionnaire- Standard - Consolidated billing with Electronic Medical Record. Extended clinic network  
\$77.90

Pulmonary Function Test- Standard - Consolidated billing with Electronic Medical Record. Preferred clinic network  
\$89.25

Pulmonary Function Test- Standard - Consolidated billing with Electronic Medical Record. Extended clinic network  
\$98.05

Respirator Fit Test- Qualitative. Preferred clinic network  
\$61.55

Respirator Fit Test- Qualitative. Extended clinic network  
\$93.65

Respirator Fit Test- Quantitative. Preferred clinic network  
\$69.25

Respirator Fit Test- Quantitative. Extended clinic network  
\$108.00

Hepatitis A Vaccine test - Preferred clinic network  
\$165.50

Hepatitis A Vaccine test - Extended clinic network  
\$191.90

Hepatitis B Vaccine test - Preferred clinic network  
\$130.60

Hepatitis B Vaccine test - Extended clinic network  
\$163.70

Tdap Vaccine test - Preferred clinic network  
\$117.75

Tdap Vaccine test - Extended clinic network  
\$160.00

MMR Vaccine test - Preferred clinic network  
\$153.80

MMR Vaccine test - Extended clinic network  
\$185.20

Varicella Vaccine test - Preferred clinic network  
\$162.75

Varicella Vaccine test - Extended clinic network  
\$254.40

Influenza Vaccine test - Preferred clinic network  
\$64.65

Influenza Vaccine test - Extended clinic network  
\$94.35

Complete Blood Count (Lab) includes Blood Draw Collection Cost - Preferred clinic network  
\$78.10

Complete Blood Count (Lab) includes Blood Draw Collection Cost - Extended clinic network  
\$141.35

Hepatitis A Titer (Lab) includes Blood Draw Collection Cost - Preferred clinic network  
\$152.85

Hepatitis A Titer (Lab) includes Blood Draw Collection Cost - Extended clinic network  
\$206.95

Hepatitis B Titer (HBsAB) (Lab) includes Blood Draw Collection Cost - Preferred clinic network  
\$125.00

Hepatitis B Titer (HBsAB) (Lab) includes Blood Draw Collection Cost - Extended clinic network  
\$161.10

Hepatitis C Titer (Lab) includes Blood Draw Collection Cost - Preferred clinic network  
\$128.00

Hepatitis C Titer (Lab) includes Blood Draw Collection Cost - Extended clinic network  
\$164.25

MMR Titer (Lab) includes Blood Draw Collection Cost - Preferred clinic network  
\$157.70

MMR Titer - (Lab) includes Blood Draw Collection Cost Extended clinic network  
\$205.60

Varicella Titer (Lab) includes Blood Draw Collection Cost - Preferred clinic network  
\$128.40

Varicella Titer (Lab) includes Blood Draw Collection Cost - Extended clinic network  
\$165.95

Random Program Management (Annual Fee) - per pool  
\$275.00

**HireRight Notes:**

Note 1: Prices shown are discounted to reflect cash payment in accordance with the agreed upon payment terms.

Note 2: Alternative forms of payment such as credit cards are subject to different price schedules.

**HireRight Footnotes: Background Screening**

(a) Fees levied by Federal, State, County and other governmental agencies for searches undertaken will be passed through to Subscriber in addition to the fees charged by HireRight. Such fees include case copies associated with records found, administrative fees, and/or third-party fees. Additional criminal searches including counties added by Subscriber outside of those found by the social trace, including aliases and maiden names will be billed at a la carte rates.

(+) Global Criminal Search (Government Source or Media Source) completes criminal searches based on applicant's current address information to determine country of origin. As applicable, searches are additionally conducted based on previous, employment and education addresses. As well as SSN Trace address information for US applicants. Country of origin from address information will determine the completion of the one or more criminal products: Criminal (a)\*\*, Criminal Felony & Misdemeanor, Public Information, CDN National Repository

for Criminal Records Search (a) CPIC\*\*\* and Basic Disclosure (a)(UK). Additional fees will apply based on criminal products ordered for the country of origin and referenced pricing in the International Schedule of Fees a la carte table or US Domestic Schedule of Fees.

(b) Fees levied by educational institutions and/or employers and those who have retained third party vendors to respond to requests for verifications of education and employment will be passed through to Subscriber in addition to the fees charged by HireRight.

(c) Fees levied by certain states for motor vehicle records will be passed through to Subscriber in addition to the fees charged by HireRight.

\*\* A \$0.42 network fee will be passed through to Subscriber per MVR.

(d) See "HireRight Footnotes: Drug Screening" section below.

(e) If any element of the search in any package involves more than one country, the additional country/countries will be charged in accordance with the Service Agreement terms and pricing located at <http://www.hireright.com/Service-Agreement.aspx> using password Pricing123.

International search pricing can also be accessed at any time after electronic signing of the Service Agreement in the "My Documents" section of the HireRight platform. International search pricing is based on current vendor availability and cost, and is subject to change without notice. Subscriber's international search pricing shall be applied as listed on the date of Subscriber's order request.

(f) Fees levied for any other products including but not limited to worker compensation, sex offender, or credit searches will be passed through to Subscriber in addition to the fees charged by HireRight.

(g) All records generated by this product are "possible records" and are not confirmed to be the records of the applicable applicant. To ensure that records returned by this database are accurate, current and complete, in accordance with the FCRA, Subscriber must verify each record at the applicable source courthouse. Accordingly, for all possible records generated by this product, HireRight automatically will perform follow-up records searches at the applicable source courthouse(s), and all such follow-up searches will be billed to Subscriber at the applicable a la carte rate.

(h) DAC Employment History File Associated Fees: Transportation Employment History (billed per employer) and Driving School Record (billed per employer). Please refer to a la carte price list for line item pricing. As noted in the DEHF Addendum, DAC Employment History File users agree to furnish employment history records on each of their terminated drivers. Subscriber will receive a contribution credit of \$2.40 per driver for the contribution of a termination record. Subscriber will receive an additional credit of \$0.20 per driver for the contribution of a drug/alcohol history record accompanied with a termination record.

#### **HireRight Footnotes: Drug Screening**

(i) The "In Network" urine drug testing facilities are defined as LabCorp or Quest owned Patient Service Centers. The "In Network" urine drug testing service fee includes the cost of specimen testing, MRO fees, and collections performed at In Network collection facilities.

(j) The "Extended Clinic Network" for urine drug testing are defined as managed collection facilities outside of LabCorp or Quest that are pre-established and authorized for Subscriber's use. Any services performed outside of pre-established clinic network will incur an additional out of network fee in addition to collection and HireRight service fees.

(k) The "Pre-established Clinic Network" for physical and other services are defined as managed collection facilities pre-established and authorized for Subscriber's use. Any services performed outside of pre-established clinic network will incur an additional out of network fee in addition to collection and HireRight services fees.

Additional charges will be incurred for the following drug screening services:

- \* Out of Network Fee - Using Out of Network Collection Facilities (not pre-established) - \$35.00 Per test
- \* Using One-to-One Setups (Collection Site Referrals) - \$35.00 Per referral
- \* HireRight's Shipping Manager Service (Instructions and COC mailing to Candidate) - \$35.00 Per shipment

Services listed below are available and will be billed at the rates specified upon request:

- \* 24/7/365 Day a Year Coordination/Emergency Services (including coordination of international collections) - Test Coordination service pricing covers coordination costs only and does not include drug test collection, breath alcohol testing fees and/or related expenses. Coordination for International tests are available only during normal business hours.

Normal Business Hours - \$100.00

After Business Hours, Weekends and Holidays - \$250.00

- \* Split Sample Retest Fee - \$250.00
- \* Face to Face Evaluations (Shy Lung/Shy Bladder/ Opiate Abuse/Dependence evaluations) - \$100.00
- \* Medical Consulting - \$395.00 per hour
- \* MIS Consulting - \$225.00 per hour
- \* Program Consulting/Subscriber Audit Support - \$395.00 per hour
- \* Telephonic Expert Testimony - \$395.00 per hour
- \* Onsite Expert Testimony - \$395.00 per hour plus travel, meals, lodging and expenses
- \* MRO Litigation Hearing Package - \$90.00 per package
- \* Laboratory Litigation Hearing Package - \$300.00 per package
- \* Copy of Lab Report - \$10.00
- \* SAP Referral - \$50.00

#### **HireRight Footnotes: Integration Implementation**

(l) The Implementation and Maintenance fee for the first Integration implementation will be waived, with the following conditions:

- \* Your ATS is one of HireRight's current partners; and
- \* The implementation time with HireRight does not exceed 15hrs. Note: The standard Integration Implementation takes less than 15hrs of HireRight Technical Consultant effort. If during the project, HireRight's Technical Consultant determines that the project will take more than 15hrs, HireRight will notify you (Subscriber); and obtain your written approval to proceed. Once approved, the additional hours will be billed at \$250.00/hr.)

Expenses and fees for services not listed in this Schedule of Fees will be billed at HireRight's usual and customary rates, unless otherwise agreed in writing between HireRight and Subscriber. Subscriber will reimburse HireRight reasonable administrative, copying and shipping charges for special requests for records, results, product shipment or other information.



<b>Electronic Signature</b>
<b>Signed:</b> <b>E-mail Address:</b> <b>Title:</b> <b>Company name:</b> Town of Apex <b>Address:</b> 73 Hunter Street Apex North Carolina 27502 <b>IP Address:</b>  <b>Dated:</b> 06/08/2021 11:57  <i>This is an electronic signature, and is given in accordance to U.S. federal regulations governing the legal and binding effectiveness of electronic signatures.</i>

## Change Order Form

### Customer Information

Client Company Name:	Town of Apex		
Accounts / Codes:	LRCRZ		
Managing Representative:	Dejeanette Jenkins		
Client Requestor:	Barbara Maha	Client Email:	<a href="mailto:barbara.maha@apexnc.org">barbara.maha@apexnc.org</a>
Reviewed By:	Scot Cook	Case #:	AAT-240708-124382
Request Type: (Check all that apply)			
<input checked="" type="checkbox"/> Create New Package*	<input type="checkbox"/> Change Existing Package*	<input checked="" type="checkbox"/> Package Name Change	

☐ Other:

*\*Please note-All products being requested to create new packages or change existing packages must be present in the existing HireRight service agreement as a la carte items. This form may not be used to add new products to an existing HireRight service agreement or to modify pricing in an existing HireRight service agreement, or for any other request types not specifically referenced above.*

### Change Order Request Details

Create new packages and modify existing package names

### Package Details

### Modify Existing Packages

Current Package Name	Updated Package Name
Basic Criminal	Basic Criminal(No MVR)
Criminal Package	Criminal Package(No MVR)
Criminal + Education Package	Criminal + Education Package(No MVR)

### Add following packages

Package	Price
<b>Basic MVR Package</b>	<b>3.10 per applicant</b>
<input type="checkbox"/> MVR Standard <input type="checkbox"/> per record <input type="checkbox"/> plus surcharges <input type="checkbox"/>	
<b>Basic Criminal Package + MVR</b>	<b>41.75 per applicant</b>
<input type="checkbox"/> SSN Trace	
<input type="checkbox"/> SSN Validation	
<input type="checkbox"/> Widescreen Plus National Criminal Search <input type="checkbox"/>	
<input type="checkbox"/> MVR Standard <input type="checkbox"/> per record <input type="checkbox"/> plus surcharges <input type="checkbox"/>	
<input type="checkbox"/> Criminal <input type="checkbox"/> felony <input type="checkbox"/> Misdemeanor <input type="checkbox"/> years <input type="checkbox"/> a <input type="checkbox"/> n <input type="checkbox"/> l <input type="checkbox"/> i <input type="checkbox"/> t <input type="checkbox"/> e <input type="checkbox"/> d <input type="checkbox"/> o <input type="checkbox"/> c <input type="checkbox"/> o <input type="checkbox"/> u <input type="checkbox"/> n <input type="checkbox"/> t <input type="checkbox"/> i <input type="checkbox"/> e <input type="checkbox"/> s <input type="checkbox"/> a <input type="checkbox"/> s <input type="checkbox"/> r <input type="checkbox"/> e <input type="checkbox"/> a <input type="checkbox"/> l <input type="checkbox"/> e <input type="checkbox"/> d <input type="checkbox"/> b <input type="checkbox"/> y <input type="checkbox"/> S <input type="checkbox"/> S <input type="checkbox"/> N <input type="checkbox"/> T <input type="checkbox"/> r <input type="checkbox"/> a <input type="checkbox"/> c <input type="checkbox"/> e	
<b>Criminal Package + MVR</b>	<b>38.60 per applicant</b>
<input type="checkbox"/> SSN Trace	
<input type="checkbox"/> SSN Validation	
<input type="checkbox"/> Widescreen Plus National Criminal Search <input type="checkbox"/>	
<input type="checkbox"/> MVR Standard <input type="checkbox"/> per record <input type="checkbox"/> plus surcharges <input type="checkbox"/>	
<input type="checkbox"/> Statewide Criminal Search <input type="checkbox"/> All States as revealed per trace <input type="checkbox"/>	

<b>Criminal + Education Package + MVR</b>	<b>48.75</b>	<b>per applicant</b>
<input type="checkbox"/> SSN Trace		
<input type="checkbox"/> SSN Validation		
<input type="checkbox"/> Widescreen Plus National Criminal Search <input type="checkbox"/>		
<input type="checkbox"/> MVR Standard <input type="checkbox"/> per record <input type="checkbox"/> plus surcharges <input type="checkbox"/>		
<input type="checkbox"/> Statewide Criminal Search <input type="checkbox"/> All States as revealed per trace <input type="checkbox"/>		
<input type="checkbox"/> Education Report <input type="checkbox"/> highest degree <input type="checkbox"/>		

<b>Professional Reference 1</b>	<b>10.15</b>	<b>per applicant</b>
<input type="checkbox"/> Professional Reference Check Report <input type="checkbox"/> County <input type="checkbox"/> Reference <input type="checkbox"/> Standard <input type="checkbox"/> Questions <input type="checkbox"/>		

<b>Professional Reference 2</b>	<b>20.30</b>	<b>per applicant</b>
<input type="checkbox"/> Professional Reference Check Report <input type="checkbox"/> County <input type="checkbox"/> References <input type="checkbox"/> Standard <input type="checkbox"/> Questions <input type="checkbox"/>		

<b>Professional Reference 3</b>	<b>30.45</b>	<b>per applicant</b>
<input type="checkbox"/> Professional Reference Check Report <input type="checkbox"/> County <input type="checkbox"/> References <input type="checkbox"/> Standard <input type="checkbox"/> Questions <input type="checkbox"/>		

#### Terms and Client Consent

The requested changes will become effective upon HireRight activating such changes to your account following receipt from you of this executed change order form.

☒ **I agree to the changes and terms stated above.**

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_


Date:

\_\_\_\_\_

Due to requirements imposed by statute and/or data providers (e.g., state departments of motor vehicles), HireRight customers must execute certain state-specific paperwork prior to being granted access to motor vehicle records (MVRs) from HireRight. The General Affidavit of Intended Use is required for general access to ALL state MVR records. Several of these documents are state specific and are required by the applicable state for access to be granted.

Below is a summary of the current requirements for gaining access to MVRs for employment purposes. These requirements are subject to change from time to time based on updates from the states. Please closely review the below chart to determine which documents are applicable based on your company's MVR needs and follow the instructions in the relevant exhibits to complete and submit each required document. Until the required documents are completed and processed, HireRight will not be able to provide the corresponding MVRs to your company. Please allow 48 hours for processing of these documents to grant access.

If you have questions or require assistance, please contact HireRight Customer Service at **866-521-6995**.

 State:	Required Document Attached As:	Renewal Requirements	Notes/Instructions for Returning:
ALL States	<b>Exhibit 1</b> General Affidavit of Intended Use		Customer must complete this document and return it to HireRight as outlined in the attached <a href="#">Exhibit 1</a> . This document is required before obtaining ANY MVRs regardless of jurisdiction from HireRight.
California	<b>Exhibit 2</b> Commercial Requester Account Application	Every 2 years	Customer must obtain a Commercial Requester Code <u>directly from the State of California</u> , which may take approximately 10 days. Upon receipt, please forward the California requester code approval to HireRight as outlined in the attached <a href="#">Exhibit 2</a> .
Georgia	<b>Exhibit 3</b> BulMVR User Acknowledgment		Customer must complete this form and return it to HireRight as outlined in the attached <a href="#">Exhibit 3</a> .
New Hampshire	<b>Exhibit 4</b> Letter of Agent  <b>Exhibit 5</b> Release of Motor Vehicle Records form	Annually - Submit Letter of Agent	Customer must, on an annual basis, complete a Letter of Agent on customer's company letterhead and return it to HireRight as outlined in the attached <a href="#">Exhibit 4</a> .  Customer must also obtain a completed and notarized Release of Motor Vehicle Records form, DSMV 1000 (see the attached <a href="#">Exhibit 5</a> ) prior to submitting each New Hampshire MVR request, and retain such form for at least two years.
New Jersey	<b>Exhibit 6</b> New Jersey State Supplemental Agreement		Customer must complete this document and return it to HireRight as outlined in the attached <a href="#">Exhibit 6</a> .
Pennsylvania	<b>Exhibit 7</b> Insurance Affidavit of Intended Use		Customer must complete this form and return it to HireRight as outlined in the attached <a href="#">Exhibit 7</a> . HireRight will then forward the form to the State of Pennsylvania. Upon approval (which may take more than 10 days), Pennsylvania will send HireRight an approval notice with customer's requester code, which HireRight will apply to customer's account.
Washington	<b>Exhibit 8</b> Washington State Supplemental Agreement Subscriber Certification of Use  <b>Exhibit 9</b> Release of Interest	Annually - Submit Certification of Compliance	Customer must complete the Washington State Supplemental Agreement and Subscriber Certification of Use documents and return them to HireRight as outlined in the attached <a href="#">Exhibit 8</a> .  Customer must submit an annual certification of compliance. Customer must also obtain a completed Release of Interest <a href="#">Exhibit 9</a> for each candidate's prior to submitting each Washington MVR request, and retain such form for at least two years.



## General Affidavit of Intended Use Exhibit 1

This General Affidavit of Intended Use ("Affidavit") must be completed by each legal entity seeking Motor Vehicle Records (MVRs) from HireRight prior to the procurement of MVRs. This Affidavit does not replace any state specific documents that may also be required. This Affidavit must be correctly completed in its entirety and signed by an officer of your company with signatory authority. Please ensure that all fields are complete, including either your DOB or your Driver's License Number and the issuing state of your Driver's License. **Note: Your organization must correctly complete and return pages 1-4 of the enclosed Affidavit packet before any MVR access will be granted.**

The Federal Drivers Privacy Protection Act, 5 U.S.C. § 552a (a)(6) et seq. ("DPPA") the full text of which is available at <https://www.law.cornell.edu/uscode/text/5/part-1/chapter-1> permits a variety of permissible purposes under which an end user may obtain MVRs; however, HireRight allows the permissible purposes of employment screening and insurance underwriting. The permissible purposes under which you may order MVRs are reflected in the attached Affidavit.

Please be advised that HireRight is unable to accept substantive modifications to these terms and conditions. Please also note that you may be required to complete additional state-specific documentation for access to MVRs from certain states.

Securely send your completed form to:

Email: [hirerighttas@hireright.co](mailto:hirerighttas@hireright.co)

Fax: (444) 444-4444

Please contact Customer Service at (800) 444-4444 if you have any questions.

## General Affidavit of Intended Use

To obtain MVRs, you must declare your intended use of MVRs by marking the option(s) for the following permissible purposes. If you have more than one permissible purpose for ordering MVRs, then please select all of the boxes that apply.

INFORMATION MAY BE USED ONLY FOR THE FOLLOWING APPROVED DRIVER PRIVACY PROTECT ACT (DPPA) PURPOSES.

**SELECT THE PURPOSE(S) FOR WHICH YOU WILL BE ORDERING MVRs:**

Yes ☐ No ☐ **Non-CDL Employment**

By a business that will use the information to verify the accuracy of information submitted by individuals for the purposes of preventing fraud, pursuing legal remedies against or recovering a debt or security interest. (Non-CDL Employment)

Written consent of the person whose record is being requested. (Non-CDL Employment for below states)  
(Available in: AR, CA, CO, CT, DC, FL, HI, IL, KY, MA, MN, NM, NY, NC, ND, OK, RI, TX, VT, VA, WY)

Yes ☐ No ☐ **CDL Employment**

By an employer/agent or insurer to obtain or verify information on a Commercial Driver License Holder. (CDL Employment)

As an officer authorized to bind the below referenced Company, under penalty of perjury, I attest that my Company and I shall not obtain, resell, transfer, or use the information in any manner prohibited by law. I understand that motor vehicle or driver records that are obtained, resold, or transferred for purposes prohibited by law may subject me to civil penalties under federal and state law. I further understand that I must provide my Driver's License Number and Issuing State or my Date of Birth as a condition to receiving MVRs, and that this requirement is imposed on me by HireRight MVR suppliers, which include state agencies. I acknowledge and agree to the terms and conditions in ATTACHMENT A - Certification of Supplier Requirements by End Users of Driver Record Information as a condition to receiving MVRs, and hereby agree to abide by said terms and conditions as evidenced by my signature below.

Company Name			
Company Information			
Physical Address		City	State
Federal Employer Identification Number			
Printed Name		Signature	
Title		State & Driver's License # or Date of Birth ✓	
Date of Signature:		Please provide the State and License or Date of Birth above.	

## **ATTACHMENT A**

### **Certification of Supplier Requirements by End Users of Driver Record Information**

Co□pany identified in the General Affidavit of Intended Use ("Co□pany") is an end user of motor vehicle records ("MVRs") and acknowledges that certain HireRight suppliers of MVRs including some state agencies ("Suppliers") require Co□pany to agree to the following terms and conditions set forth in this Certification of Supplier Requirements by End Users of Driver Record Information ("Certification"). Co□pany further acknowledges that HireRight does not have the authority to modify these terms. As evidenced in the General Affidavit of Intended Use by the signature of an officer duly authorized to bind Co□pany to the terms and conditions of this Certification, Co□pany agrees to the following:

**1. Certifications of Intended Use and Permissible Purposes.** In addition to acknowledging the terms and conditions in this Certification and prior to accessing the data, the Co□pany must complete and return to HireRight a General Affidavit of Intended Use. Co□pany warrants and represents that its use of any information in the MVRs will be strictly limited to the uses permitted by applicable law and shall seek to obtain MVRs only for the purposes set forth on the General Affidavit of Intended Use. Co□pany acknowledges that it may be subject to criminal and civil liability for use inconsistent with the General Affidavit of Intended Use and for any use of the MVRs in violation of this Certification and applicable state and federal laws.

**2. Authorized Subscribers.** Co□pany acknowledges and agrees that HireRight and Suppliers must approve the Co□pany's access to the data and that such approval may be rescinded by HireRight and/or the Suppliers at any time without prior notice. Co□pany shall procure, at its expense, all licenses and permits necessary for the fulfillment of its obligations under this Certification and pursuant to any applicable laws. Co□pany further warrants and represents that each of its principals, employees, subcontractors or agents who may have access to any MVR records has signed a confidentiality agreement or that Co□pany itself has signed a confidentiality statement in its underlying HireRight service agreement and hereby extends the confidentiality statement to add its principals, employees, subcontractors or agents who may have lawful access to any MVRs. Any violation by the foregoing parties shall constitute a violation of this Certification by Co□pany.

**3. Use of the Data.** All driver record information, or data, shall be requested only for the exclusive, one-time use of Co□pany, and shall not be transferred unless otherwise required by law, sold, assigned, or loaned, to any third party in whole or in part including Co□pany's affiliates and/or parent company or any employee or agent thereof, provided however, that the transmission of MVRs between an insurance agent and the insurance company as required in order to facilitate the transaction for which the MVRs were ordered shall constitute a single, one-time use. Under no circumstances shall the undersigned Co□pany use or permit others to use any data provided by Suppliers for the purpose of commercial solicitation or marketing, direct mail advertising, political canvassing or campaigning, surveillance or to investigate or locate an individual for reasons not specifically related to motor vehicle activity including, but not limited to, divorce disputes and attachment services or any similar purpose or objective, and shall not provide such information to any person or entity which seeks to use such information for any such purpose. Data shall not be retained, accumulated, stored, combined, and/or linked in with any other data on any database or to update a file to be used by the Co□pany for the purpose of developing its own source of data. Co□pany further agrees that it will not merge any MVR or Supplier data with any other document obtained from any other source in order to sell or provide the information to another party as an official Supplier record. Employers may retain the information only in the employee's history file. The Co□pany acknowledges that the continuing ownership of the original record underlying each copy of a motor vehicle record, including a driver license record, remains with the state issuing the MVR. Co□pany agrees not to disseminate or publish on the Internet any information, including the data, contained within driver records obtained from Suppliers.

**4. Security.** The Co□pany shall at all times maintain safeguards and procedures to ensure the security and protection of data furnished by the Suppliers and shall take all necessary steps to prevent the theft, unauthorized disclosure, divulgence or use of such data in any form or manner not expressly permitted by this Certification. Minimum security measures shall include background investigations on employees, controlled access to data storage and production areas, secure destruction of data after its use, adequate measures and monitoring to ensure no unauthorized access, enforcement of username and password protection measures, network firewall provisioning, intrusion detection and prevention, denial of service protection, encryption during transmission, periodic vulnerability scanning and penetration testing, internal independent audits at random and when suspicious activity is suspected, maintenance of hardware inventory including name and network address and other reasonable security measures determined to be necessary at the sole discretion of the Suppliers. Co□pany agrees that no driver record information or data shall be processed on or transferred to any portable device or portable storage medium, including smart devices and/or USB devices. Co□pany shall secure all equipment storing driver record information and data in a manner that ensures no unauthorized unnecessary access will occur, and that it will secure all driver record information and data from manipulation, sabotage, theft or breach of confidentiality and integrity. Co□pany shall not disseminate MVRs containing

consumer information except within its organization and only by a secure means. Storage arrangements shall be subject to inspection or audit by the Suppliers or by HireRight or HireRight and/or its Suppliers may request a copy of the Company's IT security policies and procedures, and the Company shall comply with this request. Such data will be treated as confidential and proprietary.

**5. Breach of Security.** Company shall implement and maintain a policy dedicated to incident responses and procedures, which shall include procedures for reporting to HireRight any of the following occurrences within twenty-four (24) hours of discovery: a) any breach of security or confidentiality involving a driving record, b) any unauthorized access, c) any breach of this written Certification between HireRight and Company.

**6. Audits.** The Company acknowledges and agrees that the Suppliers, an independent auditor selected by the Suppliers, or a representative of HireRight may audit the Company's performance under this Certification, and the Company agrees to cooperate fully with said auditors. The audit request may include generating within twenty-four (24) hours of the request, a history of the Company's transfer of data of any single individual. The Company agrees to keep and maintain, in accordance with commercially reasonable data archive standards and for audit purposes only, for a period of five (5) years, records of each driving record access, including the person or entity that received the MVR including the user ID of the requester, as applicable, the date of the request, the date the record was received, the unique identifier used to identify the record, and its intended use for which such information was obtained and released.

**7. Compliance with the Law.** Data obtained from the State of Pennsylvania shall be used in accordance with the requirements of the Vehicle Code, including, but not limited to, Pa.C.S. §§ 4601-4604. Data obtained from the State of Colorado shall be used in accordance with the requirements of C.R.S. §§ 4-4-101, 4-4-102, and 4-4-103.4. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Certification with respect to Colorado data. Any actions between the parties or claims concerning this Certification regarding Colorado data shall be in the City and County of Denver, Colorado. Data and/or information, including personal information and personally identifiable information contained within the data and/or information, obtained from the State of New Jersey shall be used, stored and protected in accordance with the requirements of the New Jersey Drivers' Privacy Protection Act, N.J.S.A. §§ 17-27 et seq. and New Jersey Identity Theft Prevention Act, N.J.S.A. §§ 17-27.44, et seq. In addition to complying with all state laws, regulations, local ordinances, and State policies of the state issuing each particular MVR, the Company agrees to comply with the Federal Driver Privacy Protection Act, 16 C.F.R. §§ 316.1-316.5 et seq. and the Fair Credit Reporting Act, 15 C.F.R. §§ 601-609, et seq. Company shall comply with all applicable state and federal laws that require the notification of individuals in the event of an unauthorized release of personal information, or other event requiring notification. The failure to comply with all applicable laws and regulations may result in a breach of this Certification, termination of service, and civil and criminal liability. Company shall promptly execute and return to HireRight all documentation required, now or in the future, by HireRight or any Supplier to permit release of information or to ensure compliance with applicable laws or regulations.

**8. Hold Harmless.** In the event the Company fails to comply with any requirement of this Certification or applicable law, HireRight and/or the Suppliers may immediately terminate the Company's access to data. To the extent not prohibited by applicable law, including the North Carolina Constitution Article V, Section 4, where applicable, the Company agrees to indemnify, hold harmless, and release Suppliers, its contractors, departments, agencies, boards, employees, officials, and institutions, collectively, the "Indemnitees") from any and all suits at law or equity, claims, demands or loss of any nature including but not limited to all costs and attorney's fees, arising from Company's incorrect or improper disclosure of individual names or addresses, misuse, misappropriation, or other act or omission with respect to laws restricting access to and/or disclosure of MVRs containing consumer information, from any defects in any of the Company's procedures followed or omitted, from the failure of the Company or its officers, employees, customers, contractors or agents to fulfill any of its obligations under this Certification as a result of willful or negligent acts and omissions or otherwise by the Company or its officers, employees, customers, contractors, or agents. For West Virginia, Suppliers shall include the State of West Virginia and West Virginia Interactive, LLC. In the event the Company fails to comply with any requirement in this Certification, the Suppliers and their respective departments and/or agencies may seek such other damages as the Suppliers might elect to pursue. For Colorado only, the Company acknowledges that the Colorado Governmental Immunity Act and risk management self-insurance statutes control and limit the liability of the State. Company shall, within twenty-four (24) hours of discovering any litigation or Notice of Claim involving the content or handling of an MVR furnished to Company, notify HireRight of any non-monetary breach of this Certification, Company shall report the same to HireRight within twenty-four (24) hours of discovering such breach.



**ATTACHMENT B**  
**Additional Business Entities**

If you use a Letter of Authorization to include additional business entities under your agreement, and such entities have a unique Federal Employer Identification Number "FEIN" AND order driving records, each such entity with a unique FEIN MUST COMPLETE its own MVR or s. All below information is required.

**\*\*\*If your company orders all MVRs through one entity operating under a parent company's FEIN, then only that ordering entity will be required to complete this Affidavit and any applicable MVR State Form(s).**

Does your company currently have a Letter of Authorization on file with HireRight? Yes ☐ No ☒   
 If yes, proceed to the next question.

Do any of the entities or locations listed on the LOA "LOA Entities/Locations" operate under a different FEIN? If yes, proceed to the next question. Yes ☐ No ☒

Do any of the LOA Entities/Locations with different FEINs order MVRs? Yes ☐ No ☐

If you answered "Yes" to all three preceding questions, please list each LOA Entity/Location that orders MVRs along with that entity's applicable FEIN.

Legal Entity Name Use the same name as indicated on the Letter of Authorization

FEIN

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**\*\*\*All pages of this document must be returned.**



## California MVR Access Instructions

Exhibit

The State of California requires your organization to obtain its own Commercial Requester Code in order to be granted access to California driving records. The most current California Commercial Requester Code Application can be found in the "How to Apply for an End User Account" section of the following webpage:

<https://www.d.ca.gov/portal/vehicle-industry-services/motor-carrier-services/cs/motor-carrier-services/cs/records-and-information/commercial-requester-accounts/cra>

Please be sure to carefully read and follow all instructions on the State's website. Keep copies of all forms you complete prior to submitting them to the State, as the originals may not be returned to you. Please note that we cannot accept government requestor codes.

### Commercial Requester Account Instructions and Forms Packet

The IN packet contains detailed instructions and forms needed to apply for a Commercial Requester Account. All instructions must be followed carefully and completely.

IN Packet: <https://www.d.ca.gov/portal/uploads/industrial/inpacket.pdf>

Please mail the completed forms directly to the State of California at the address listed on the bottom of the forms. Allow approximately 10 days for the CA DMV to process your paperwork.

Once you receive your California Commercial Requester Account Approval Letter with your account number and expiration date from the CA DMV, email or fax a copy of both pages to HireRight.

Secure email: [hirerighttas@force.hireright.co](mailto:hirerighttas@force.hireright.co)

Fax: 44

## HOW TO COMPLETE

### INF 1133 – COMPLETING THE FORM

Information Services Branch		DMV USE ONLY	
<b>COMMERCIAL REQUESTER ACCOUNT APPLICATION</b> Account Number _____		CHECK/M.O. #	AMOUNT
		CA ID/DATE	EXPIRES

**Check One Only:**

- ☒ Original Application (All sections must be completed or application will be returned unprocessed.)
- ☐ Change(s) to existing Account—Complete only those sections that are changing **and** list **ALL** existing Requester Code(s) (REQUIRED)
- ☐ Renewal (All sections must be completed or application will be returned unprocessed.)

**IMPORTANT**  
TO AVOID PROCESSING DELAYS, PLEASE READ ALL INSTRUCTIONS PRIOR TO COMPLETING FORM.

**SECTION A. BUSINESS INFORMATION**

1. BUSINESS NAME [Insert Company Name Here]		2. DAYTIME TELEPHONE NUMBER ( 999 ) 999-9999	
3. DBA (FICTITIOUS BUSINESS NAME) [Insert DBA name as applicable]	4. INTERNET WEBSITE ADDRESS (IF NONE, SO STATE) www.example.com	5. FAX NUMBER 999-999-9999	
6. CONTACT PERSON NAME/TITLE (INDIVIDUAL RESPONSIBLE FOR THE ACCOUNT) [Insert Name and Title Here]		7. E-MAIL ADDRESS example@example.com	
8. DAYTIME TELEPHONE NUMBER ( 999 ) 999-9999			
9. STREET ADDRESS (PHYSICAL LOCATION REQUIRED) [Enter full physical address of the commercial location]		CITY	STATE ZIP CODE
10. MAILING ADDRESS (IF SAME AS PHYSICAL LOCATION, SO STATE) [If working from home, a home address can be provided to receive the approval letter] Send to HireRight		CITY	STATE ZIP CODE

**SECTION B. BUSINESS IDENTIFICATION**

1. FEDERAL EMPLOYER ID# OR STATE TAX ID # [Enter FEIN Number Here]	2. CORPORATION, LLC, LLP, LP ID#, IF APPLICABLE Number: [Enter the state filing number as shown on the Sec of State filing Here]	STATE OF ISSUANCE
3. OTHER (PLEASE IDENTIFY)		

Section A and B is an example of a first-time application. The Original Application checkbox indicates that the company doesn't currently have a commercial requestor account. Complete the general details about the company as shown in this example of completing the information.

Section B must include a FEIN number that is 9 digits (i.e. 00-0000000) in part 1. In part 2., please include the Sec of State filing number and the state of issuance.

Don't know the numbers?

Sec of State registration can be found through Google search by entering the following example in the search field to find your specific state. (EX: Nashville Business Entity Search) After locating the state, a search option should be available for Business Search.

**SECTION C. BUSINESS TYPE**

<input type="checkbox"/> Attorney/Law Office	<input type="checkbox"/> Independent Institution of Higher Education	<input type="checkbox"/> PI/Detective Agency
<input type="checkbox"/> Auto Auction	<input type="checkbox"/> Insurance Agent/Agency/Broker	<input type="checkbox"/> Process Server
<input type="checkbox"/> Dealer (Vehicle/Vessel)	<input type="checkbox"/> Insurance Company	<input type="checkbox"/> Registration Service
<input type="checkbox"/> Dismantler (Vehicle/Vessel)	<input type="checkbox"/> Lessor/Retailer	<input type="checkbox"/> Rental Company (Vehicle/Vessel)
<input type="checkbox"/> Distributor (Vehicle/Vessel)	<input type="checkbox"/> Lien Sale	<input type="checkbox"/> Salvage Company
<input type="checkbox"/> Financial Institution	<input type="checkbox"/> Manufacturer (Vehicle/Vessel)	<input checked="" type="checkbox"/> Other: (Please Identify)
<input type="checkbox"/> Hospital/Clinic	<input type="checkbox"/> Media	Add appropriate business type

**SECTION D. PROFESSIONAL/OCCUPATIONAL LICENSE INFORMATION**

1. PROFESSIONAL OR OCCUPATIONAL LICENSEE NAME  
(Complete this section if applicable)

2. ISSUING AGENCY NAME	A. LICENSE NUMBER	B. EXPIRATION DATE (MONTH/YEAR)
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Only complete this section if the company is required to be licensed

Section C. Business Type  
Check the box that is applicable to your business. If selecting Other, complete the freeform field and enter the type.

## SECTION E. COMMERCIAL REQUESTER ACCOUNT HISTORY AND USE

- Answer these with the checkbox answers provided as shown above. Change the selections above if the answers should be different and provide the additional details for Yes answers as needed.

- Page 104 -

## HOW TO COMPLETE

SECTION G. PERMISSIBLE USE(S)/PURPOSE - Each permissible use must be listed separately.		For DMV Use Only
1. IDENTIFY PROPOSED USE [Enter a detailed description. Example: Review of records for purposes of employment as employees drive company vehicles, perform deliveries or use their own vehicle to perform tasks as representatives.]		Proposed Use Approved <input type="checkbox"/> Yes <input type="checkbox"/> No Requester Code Issued # _____
Type: <input type="checkbox"/> VR <input checked="" type="checkbox"/> DL <input type="checkbox"/> OL <input type="checkbox"/> FR	Residence address requested: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2. IDENTIFY PROPOSED USE [Enter additional examples as needed and mark the same Type if requesting for applicant screening.]		Proposed Use Approved <input type="checkbox"/> Yes <input type="checkbox"/> No Requester Code Issued # _____
Type: <input type="checkbox"/> VR <input checked="" type="checkbox"/> DL <input type="checkbox"/> OL <input type="checkbox"/> FR	Residence address requested: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. IDENTIFY PROPOSED USE		Proposed Use Approved <input type="checkbox"/> Yes <input type="checkbox"/> No Requester Code Issued # _____
Type: <input type="checkbox"/> VR <input type="checkbox"/> DL <input type="checkbox"/> OL <input type="checkbox"/> FR	Residence address requested: <input type="checkbox"/> Yes <input type="checkbox"/> No	

### Section G.

With Background Screening, the Type should be marked as DL. Then in the Identify Proposed Use, explain what the purpose of using the DMV records is for. Above is an example of using the records for purposes of employment. If you need to explain an additional purpose for applicant screening for employment, then just select DL in the next section and No in the checkbox and provided the descriptive details.

SECTION H. ACKNOWLEDGEMENT AND CERTIFICATION STATEMENT			
<i>I hereby acknowledge that I have received, read, and agree to the Commercial Record Release Policy.</i>			
<i>I understand that the use, or unauthorized disclosure, of departmental information for purposes not intended by the Department, is prohibited and subject to criminal or civil penalties, including imprisonment. (California Vehicle Code Section 1808.45) I further understand that the use, or unauthorized disclosure, of information, or use of information, for purposes not intended by the Department, may result in suspension/revocation of applicant's access to the Department's information system. (California Vehicle Code Section 1808.46)</i>			
<i>I certify (or declare) under penalty of perjury under of the laws of the State of California that the foregoing is true and correct. I further consent to receive service of process pursuant to the provisions of California Vehicle Code Section 1808.21(c).</i>			
EXECUTED AT	CITY	COUNTY	ON (DATE)
Anywhere		Anywhere	4/29/2019
SIGNATURE OF AUTHORIZED REPRESENTATIVE			
<b>X</b>			
PRINTED NAME	TITLE		DAYTIME TELEPHONE NUMBER
John Doe (SIGN IN BLUE INK!!!)	President		( 999 ) 999-9999
SECTION I. DMV APPROVAL			
STATE OF CALIFORNIA Department of Motor Vehicles			
SIGNATURE (DMV REPRESENTATIVE)		DATE	
<b>X</b>			

### Section H.

Complete by filling in the details required and then Print to have signed in BLUE INK.

#### IMPORTANT

Information provided on this form is Public Record, unless expressed otherwise in statute.  
Any confidential information will not be released to the general public.

**Applicant must retain a copy of the application for their records.**

Mail To: DMV, Account Processing Unit  
MS-H221, P.O. Box 944231,  
Sacramento, CA 94244-2310

Clear Form

Print

INF 1106 (REV. 11/2006) WWW

## Georgia MVR Instruction Sheet

Exhibit 3

The following Georgia Department of Driver Services Bureau MVR User Acknowledgment form is required for your account to be granted access to Georgia MVRs. Please complete this form and return the completed document to HireRight via email, fax, or mail.

**Secure email:** [hirerighttaskforce@hireright.com](mailto:hirerighttaskforce@hireright.com)  
**Fax:** (888) 444-4444  
**Mail:** HireRight  
Attn: MVR Access  
4444 Peachtree Street, Suite 4444  
Tulsa, OK 74104

When completing the document, please enter the required information into the applicable fields in accordance with the below instructions:

- ✓ **Company Name** – Enter your company's legal name (company name on the Service Agreement)
- ✓ **User Name** – Enter the name of the person who is responsible for processing reports
- ✓ **Company Address** – Enter your company's physical address

If you have any questions or need assistance, please contact Customer Service at (888) 444-4444



## GEORGIA DEPARTMENT OF DRIVER SERVICES BULK MVR USER ACKNOWLEDGEMENT

<b>Company Name:</b>			
<b>User Name:</b>			
<b>Company Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip Code:</b>
<b>User Telephone #:</b>		<b>User Fax #:</b>	
<b>User Email:</b>			

The company or individual named above certifies that for each driving record requested, the information contained therein shall be used solely for one of the following approved purposes: insurance claims investigation, insurance antifraud activities, insurance rating, insurance underwriting, car rental agreements, address verification by a creditor, or as part of a background investigation on an employee or applicant for employment.

If an adverse decision is based upon any information supplied to the User by the Department of Driver Services (DDS), then upon request of the driver named in the driving record, the User or the producing insurance agent, if applicable, shall inform the driver named in the record of all information pertinent to the decision. This provision is to be construed as requiring the User to include specific information included in the driver's record.

All information is requested only for the User's exclusive use. The User shall not share, sell or otherwise disseminate any information included in the motor vehicle report to any other person or company, except as provided in O.C.G.A. §40-5-2, 18 U.S.C. §2721, *et seq.*, Ga. Admin. Comp. Ch. 375-3-8-.03, any other applicable provision of law, or as provided herein.

Any violation of the rules, laws or agreements applicable to the access provided herein to the User shall be considered sufficient grounds for the DDS to refuse to release any additional information on any other driver that the User may request. This administrative action by the DDS shall not be deemed to supersede any other sanctions prescribed by law, including, but not limited to, any applicable civil or criminal penalties.

The DDS has the right to inspect and copy all records, files, reports, or any other materials deemed necessary to verify that the User has abided by all terms of the certificate unless such access is prohibited by law. The burden of showing compliance with the provisions of this certificate is always on the User. Upon reasonable notice by the DDS, the User must be able to demonstrate such compliance.

Users obtaining driving records for any of the aforementioned insurance purposes must have an application for insurance or renewal thereof in order to obtain driving records. Users obtaining driving records for employment or pre-employment background investigations must obtain the written consent of each licensee whose driving record is requested.

Access granted to this User via the Requestor named above, if any, shall cease immediately if the DDS terminates the Requestor's access to driving records for any reason.

Termination, non-renewal, or expiration of the agreement between the Requestor named above and the Georgia Technology Authority terminates the User's access to driving records for any reason.

The person signing below has authority to do so on behalf of the applicant named above. **The DDS will only accept original documents with original signatures.**

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Date

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Signature

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Title/Position

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Printed Name





## New Hampshire Employment MVRs Instructions

Exhibit 4

PLEASE FORWARD TO THE APPROPRIATE PERSON WITHIN YOUR COMPANY

New Hampshire requires a Letter of Agent to be submitted annually for access to their driving records for employment purposes. Note New Hampshire MVRs are available for the purpose of employment screening **only when driving is part of the employee's job duties.**

Please supply HireRight with a **Letter of Agent** sample attached completed by your company authorizing HireRight to process your New Hampshire MVR requests. **You must place the Letter of Agent on your company's letterhead, and the letter must be signed by an authorized representative of your company.**

New customers may leave the account code blank. For current customers, please provide your account code or account number.

Please email, fax, or mail the letter to HireRight.

**Secure email:** [hirerighttas@force.hireright.co](mailto:hirerighttas@force.hireright.co)

**Fax:** 918-664-4366

**Mail:** HireRight  
Attn: NH MVR Access  
4000 Broadway Street  
Suite 1000  
Tulsa, OK 74104

Once an acceptable Letter of Agent has been received, your account may be granted access to New Hampshire MVRs. Access to NH MVRs will be valid for **one year** from date on these documents. In order to maintain access after one year, a new Letter of Agent will be required.

If you have any questions or need assistance, please contact Customer Service at 1-800-800-8000.

## Letter of Agent template

Copy this form onto your company letterhead

To: Division of Motor Vehicles of New Hampshire

From: \_\_\_\_\_  
Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

Dear Director:

This will certify that we are an employer authorized to obtain driving records from the State of New Hampshire, pursuant to RSA 263:14, V. We will obtain our New Hampshire driving record requests through HireRight. HireRight will act as our authorized agent to process our New Hampshire MVRs.

We will only access New Hampshire MVRs through HireRight for employment purposes on individuals who will be operating motor vehicles as a condition of employment. We understand that failure to comply with New Hampshire state law is subject to criminal penalties. We are aware that it is a class B felony if, in the course of business, a person knowingly sells, rents, offers or exposes for sale, motor vehicle records to another person. Information will not be resold or reused for any purpose.

This authorization is valid until \_\_\_\_\_, maximum one year, unless renewed prior to that time and written notification is provided to the Division of Motor Vehicles of New Hampshire.

Sincerely,

\_\_\_\_\_  
Signature of Director, Principal, or Owner

\_\_\_\_\_  
Printed name and title of signatory

Customer Account Code: \_\_\_\_\_

Date: \_\_\_\_\_

## New Hampshire MVR Employment Release

### Form DSMV 505

[New Hampshire DMV](#) requires that this MVR release form [DSMV 505](#) be completed for each NH MVR request submitted.

The [DSMV 505](#) form must be completed in its entirety, for employment requests notarization is not required. Once complete, you must retain a copy for your records for a minimum of 2 years from the date of the last MVR request of the applicant, regardless of whether the applicant was hired by the company or not. Please be prepared to produce such document upon request.

- **Step 1 – Driver Information**
  - Check driver record, certified copy with current record information (\$15)
  - Disregard reference charge, HireRight will bill you.
- **Step 2 – Who are you?**
  - Check “I AM NOT THE RECORD HOLDER”
  - Driver needs to complete the section listed under “Whose information are you looking for”
    - Full Name
    - Date of Birth
    - Driver License
- **Step 3 – Information of the person filling this form – this is for the Requestor \*Required**
  - Full Name of requestor
  - Phone number
  - Mailing address
  - And company name
- **Step 4 – Is only required for insurance MVRs or personal inquiries. Notarization for employment MVRs is not required.**
- **Step 5 – Intended Use of form – This is only if you are ordering for CDL purposes.**
  - Check the box, “By an employer or its agent or insurer to obtain or verify information...”
    - ☐ By an **employer or its agent or insurer** to obtain or verify information relating to a holder of a commercial drivers license [RSA 260:14, V(a)(7)].
- **Step 6 – Please read penalty clause.**
- **Step 7 – Company representative must sign form and date form.**

Signature of Requestor: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- **Step 8 – Do not submit to the state, keep for your records.**

☐ Driver record, certified copy with current record information (\$15)

☐ **I AM NOT THE RECORD HOLDER**, but the record holder has approved this request and has had their signature notarized in Step 4. The requestor may NOT be the Notary or Justice of the Peace.

You will be required to forward this form to HireRight when selected in our random audit processor should the state of New Hampshire request a specific copy for audit purposes.

Please contact Customer Service at 866-521-6995 if you have any questions.



Robert L. Quinn  
Commissioner of Safety

# State of New Hampshire

## DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES

STEPHEN E. MERRILL BUILDING  
23 HAZEN DRIVE, CONCORD, NH 03305  
Telephone: (603) 227-4000 TDD Access Relay NH 7-1-1



John C. Marasco  
Director of Motor Vehicles

### RELEASE OF MOTOR VEHICLE RECORDS

FORM DSMV 505 (Rev. 3/22)

#### STEP 1

#### What information are you requesting from the DMV?

DRIVER information:	REGISTRATION information:	TITLE information:	TICKET, ACCIDENT OR COURT information:	OTHER information:
<input type="checkbox"/> Driver record, certified copy with current record information (\$15) <input type="checkbox"/> Driver record, insurance copy (\$15) <input type="checkbox"/> A copy of a driver license application (\$15) <input type="checkbox"/> A letter verifying a NH driver license with original issue date (\$15) <input type="checkbox"/> A copy of a Driver Education Certificate (\$1)	<input type="checkbox"/> Certified vehicle/vessel information for registration year _____ (\$15) <input type="checkbox"/> A letter verifying a walking disability placard (\$15) <input type="checkbox"/> Report of only currently registered vehicles (\$5) <input type="checkbox"/> A copy of a bill of sale (\$1)	<b>Out-of-state company</b> request for a title search of an owner's information (\$20): <input type="checkbox"/> Storage or Mechanic's Lien <input type="checkbox"/> Abandoned Vehicle  <b>NH company</b> request for owner's information: <input type="checkbox"/> Storage or Mechanic's Lien <input type="checkbox"/> Abandoned Vehicle (must attach a TDMV 71, which can be found on our website <a href="http://www.nh.gov/dmv">www.nh.gov/dmv</a> )  <input type="checkbox"/> Title history search for a vehicle (\$20) (this is not a duplicate title)  <input type="checkbox"/> Titled owner's supporting documents submitted when applying for a title (\$1 per page)	<input type="checkbox"/> Copy of a ticket (\$1 per page): Date: _____ <input type="checkbox"/> Copy of a suspension notice (\$1 per page): Date: _____ <input type="checkbox"/> Copy of a restoration letter (\$1 per page): Date: _____  <input type="checkbox"/> An accident report (\$5 minimum, \$1 per page. You will be notified if cost exceeds \$5). <b>Please complete the information to the right</b> → → → → → → → → → → <input type="checkbox"/> Copy of an insurance card related to an accident (\$1).	<input type="checkbox"/> Other (please specify): _____ _____ _____ _____  <b>Date of accident:</b> ____/____/____  <b>Location of accident:</b> _____ Street or Route _____ City/Town

#### STEP 2

#### Who are you? Check **ONE** of the three boxes below:

#### Whose information are you looking for (the record holder's information)? \*Required information

\*Full name (include hyphen if applicable):

First name Middle name Last name

\*Date of birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Last known address: \_\_\_\_\_

Driver license or ID #: \_\_\_\_\_

----- OR -----

Plate or Bow #: \_\_\_\_\_

Vehicle or Boat Identification Number (VIN/HIN): \_\_\_\_\_

- ☐ **I AM THE RECORD HOLDER OR VEHICLE OWNER** of the above documents I am seeking.  
☐ I am representing myself in a court case.  
 Docket # \_\_\_\_\_ Court: \_\_\_\_\_
- ☐ **I AM NOT THE RECORD HOLDER**, but the record holder has approved this request and has had their signature notarized in Step 4. The requestor may NOT be the Notary or Justice of the Peace.
- ☐ **I AM NOT THE RECORD HOLDER** but I am a member of a bank or lienholder, a tow company, a private investigator licensed by this state, an employer, an insurance company, a public utility, or a law firm/lawyer, all pursuant to RSA 260:14. If checking this box, you must disclose what you intend to use this information for. You must also submit a Certificate of Authority, or a current one must be on file at the DMV (see Step 5 for both requirements).

#### STEP 3

#### Information of the person filling out this form (the requestor):

#### \*Required information

\*Your full name: \_\_\_\_\_ Your phone number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 (Be sure to include a hyphen if applicable.)

\*Mailing address: \_\_\_\_\_  
 Street/PO Box City/Town State Zip

#### If Applicable:

Company Name: \_\_\_\_\_ NHB# \_\_\_\_\_ Prepaid Acct. #: \_\_\_\_\_

**STEP 4****Notary Public or Justice of the Peace  
Acknowledgment**

I am the record holder and I authorize my record to be released to the requester listed in Step 3:

\_\_\_\_\_  
Signature of record holder Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_, ss. Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

The above named \_\_\_\_\_ personally appeared and made oath that the above declaration by him/her is true.

\_\_\_\_\_  
Notary Public/Justice of the Peace

\_\_\_\_\_  
Commission expires

Affix Seal

This Acknowledgment is required to be signed by the record holder **ONLY** if the record holder is authorizing someone else to get the requested information.

If the requestor is asking for his/her own information, this section **DOES NOT** need to be completed, and you may proceed to Step 6.

**STEP 5**

**Intended Use of Information:** To be completed only if you are a member of a bank or lienholder, a tow company, a private investigator licensed by this state, an employer, an insurance company, a public utility, or a law firm/lawyer, all pursuant to RSA 260:14 (see sections below).

- ☐ For use in connection with any **civil, criminal, administrative or arbitral proceeding**. [RSA 260:14, V(a)(2)].  
Docket #: \_\_\_\_\_ Court: \_\_\_\_\_
- ☐ By a **bank or similar institution** to verify the accuracy of personal information submitted by the individual to the bank [RSA 260:14, V(a)(3)].
- ☐ For providing notice to the owner(s) of a **towed or impounded vehicle** [RSA 260:14, V(a)(5)]
- ☐ For providing notice to the owner(s) for **storage** or a **Mechanic's Lien**
- ☐ For use by any **private investigative agency or security service** licensed by this state for any purpose permitted pursuant to RSA 260:14, V(a), other than for bulk distribution for surveys, marketing or solicitations pursuant to RSA 260:14 V(a)(8). Indicate specific reason here: \_\_\_\_\_ [RSA 260:14, V(a)(6)].
- ☐ By an **employer or its agent or insurer** to obtain or verify information relating to a holder of a commercial drivers license [RSA 260:14, V(a)(7)].
- ☐ By a **public utility** to perform its public service obligation provided the individual has given their express consent [RSA 260:14, V(a)(9)].
- ☐ For an **insurance company** or its authorized agent [RSA 260:14, IV(a)(2)].
- ☐ For use by a **life insurance company** authorized to write life insurance policies, or its authorized agent. In checking this, I represent that the named person's written consent to the release of the record has been obtained and that the record will be used solely in connection with claims investigation, rating and underwriting. [RSA 260:14, V(a)(10)]. Initial here: \_\_\_\_\_

**Requirements for a  
Certificate of Authority (C.O.A.):**

1. Must be on company letterhead.
2. Must list the types of DMV documents you want.
3. Must state what you intend to do with the DMV documents named.
4. Must name employees who may make requests in person/mail for your company, if any.
5. Must be signed by the attorney/owner/principal.
6. The NH DMV must have a new C.O.A. each calendar year. All expire December 31<sup>st</sup>.
7. All requests requiring a C.O.A. must be completed at Concord DMV.
8. A requestor may not sign or authorize their own C.O.A.

**STEP 6****IMPORTANT!!! Please read the penalty clause below:**

RSA 260:14, IX states as follows: (a) A person is guilty of a misdemeanor if such person knowingly discloses information from a department record to a person known by such person to be an unauthorized person; knowingly makes a false representation to obtain information from a department record; or knowingly uses such information for any use other than the use authorized by the department. In addition, any professional or business license issued by this state and held by such person may, upon conviction and at the discretion of the court, be revoked permanently or suspended. Each such unauthorized disclosure, unauthorized use or false representation shall be considered a separate offense.

**STEP 7****Signature (this step is required):**

I have read the NH law RSA 260:14 and I understand the limitations placed on the use of information received by the Department of Safety. This form is signed under penalty of unsworn falsification pursuant to NH law RSA 641:3 and subject to the penalties specified in NH law RSA 260:14, IX.

Signature of Requestor: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**STEP 8****Submit your request:**

- **Mail:** NH DMV, 23 Hazen Drive, Concord NH 03305 (Please indicate "DSMV 505" on the envelope).
- **In person:** You are required to bring photo identification that has not been expired for more than 3 years.
- **Payment:** Please make checks payable to: "State of NH - DMV."



## New Jersey MVR Instruction Sheet

### Exhibit 6

The following Supplemental Agreement is required for access to be granted to New Jersey MVR records. Please read and complete the following New Jersey State Supplemental Agreement and return the completed document to HireRight via email, fax or mail.

**Secure Email:** [Hirerighttaskforce@hireright.com](mailto:Hirerighttaskforce@hireright.com)

**Fax Number:** 918.664.4366

**Email Address:** HireRight  
Attn: New Jersey MVR Access  
14002 E 21<sup>st</sup> Street, Suite 1200  
Tulsa, OK 74134

If you have any questions or need assistance, please contact HireRight's Customer Service at **866.521.6995**

## **New Jersey State Supplemental Agreement**

This New Jersey State Supplemental Agreement hereby supplements the Certification of Supplier Requirements by End Users of Driver Record Information (collectively, the "Agreement"), both of which are required in order for the undersigned company ("Subscriber") to access driver record information, motor vehicle records, and any information contained therein (collectively, the "Information") from the New Jersey Motor Vehicle Commission ("MVC"). Subscriber agrees as follows:

1. To, at its own expense, comply with and maintain compliance with all State of New Jersey and MVC IT security policies, standards, and guidelines, including any revisions, amendments, and/or successors thereto. Subscriber further agrees that it will, at its own expense, make all necessary modifications to comply with and maintain compliance with all revisions, updates, modifications, and/or successors to such policies, standards, and guidelines, including all MVC IT Architecture and Security Documents, as may be amended from time to time.
2. To protect all Personally Identifiable Information and Personal Information (both as defined below) and that all such data and information: (i) will be classified in accordance with New Jersey's Asset Classification and Control policy, 08-04-NJOIT, and (ii) will be disposed of in accordance with New Jersey's Information Disposal and Media Sanitation policy, 09-10-NJOIT.
3. To encrypt all data and/or information during transmission and while at rest, defined as Personally Identifiable Information or Personal Information by the State of New Jersey or applicable law, regulation or standard, and shall not transfer State of New Jersey data and/or information outside of the United States.
4. To maintain its network security to include, but not be limited to annual independent and accredited third-party penetration testing.
5. To maintain network security that conforms to current standards equal to or exceeding those set forth and maintained by the National Institute of Standards and Technology (NIST), including those at: <http://web.nvd.nist.gov/view/ncp/repository> as updated from time to time, and all then current MVC IT specifications.
6. To abide by all applicable terms and conditions of the Limited Online Access Program Agreement between the MVC and HireRight as set forth in the Agreement.
7. **Definitions.**
  - (a) "Personal Information", for purposes of the Agreement, means information that identifies an individual, including an individual's photograph; social security number; driver identification number; name; address other than the five-digit zip code; telephone number; and medical or disability information, but does not include information on vehicular accidents, driving violations, and driver's status.
  - (b) "Personally Identifiable Information", for purposes of the Agreement, means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., either alone, or when combined with other Personal or Identifying Information which is linked or linkable to a specific individual, such as data and place of birth, mother's maiden name, etc.

---

Subscriber's Legal Entity Company Name

---

Signature

---

Printed Name

---

Date

# Pennsylvania MVR Instruction Sheet

## Exhibit 7

The State of Pennsylvania requires the following Pennsylvania Affidavit of Intended Use (DL Form 1000) to be completed before your account may be granted access to Pennsylvania driving records.

Please complete the following form and securely email or fax a copy of the completed form to the HireRight Task Force team at [hirerighttas@hireright.com](mailto:hirerighttas@hireright.com) or [hireright@hireright.com](mailto:hireright@hireright.com) or fax to (800) 444-4444 to review. Please do not send the form to PennDOT directly.

When completing the form, please review the below checklist.

The completed form will be forwarded to Pennsylvania for processing. **Please Note:** It may take a minimum of 4 – 6 weeks before the state will approve your documentation. In the interim, we have included the following link to PennDOT: <http://www.dot.state.pa.us/Public/DVSPubs/Forms/BDLBDL1000orDL1000.pdf>. This link provides access to the necessary paperwork for you to order driving records annually from the state. This will allow you to obtain Pennsylvania driving records before the account number is assigned.

### **Important Details Checklist:**

The below checklist was compiled based on some of the most common mistakes we have encountered on Pennsylvania Affidavits. Please review the checklist thoroughly before returning your Affidavit to HireRight. We will return any incomplete forms to you for completion.

- ☐ OWNERSHIP Section: PennDOT requires the top three officers of your company, or one officer and the manager of the department responsible for processing MVR requests.
- ☐ Initial each statement through Note: The signer completing the affidavit must use a written initial as electronic initials using Adobe Pro or other electronic process will not be accepted.
- ☐ Pennsylvania Affidavit of Intended Use **MUST** be notarized. **IMPORTANT NOT:** The same individual completing the form cannot notarize the Affidavit. The date of signature by the signer and date of notarization by the notary must be the same date.
- ☐ Please do not destroy or dispose of the original affidavit once completed as you may be required to provide the original form before access is granted to Pennsylvania driving records. If the original is required, a HireRight representative will contact you to provide you with the appropriate mailing address. Additionally, make a copy of the form for your files prior to mailing the original, as the original will not be returned to you.
- ☐ The Affidavit must be signed by a member of your company that has signing authority and will certify the company's compliance.
- ☐ You are required to complete, notarize and file a new Affidavit whenever information about your company changes: e.g. name, address, ownership, telephone, website, etc.





IS THIS AN UPDATE TO THE EXISTING SUBACCOUNT? YES ☐ NO ☐  
IF YES, THE CURRENT SUBACCOUNT NUMBER MUST BE LISTED.  
SUBACCOUNT NUMBER

## EMPLOYMENT AFFIDAVIT OF INTENDED USE

**(See Reverse Side for Instructions)**

**Business Type (check one):**   ☐ Individual   ☐ Partnership   ☐ Corporation   ☐ Non-Profit

Legal Business Name:

D/B/A Name (if applicable):

Person Responsible: Name: \_\_\_\_\_ Title: \_\_\_\_\_

Physical Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website Address: \_\_\_\_\_

Federal Employer ID No.: \_\_\_\_\_ If Corporation, Date & State of Incorporation: \_\_\_\_\_

Year Business Established:                      Dun & Bradstreet #:                      U.S. DOT #:                      (if applicable)

**Location of Records:** For departmental on-site inspection, audit and review purposes. ☐ Check here, If address is same as above.

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Type of Business: \_\_\_\_\_

**Ownership:** List below individual, each partner, or each corporate officer participating in the direction, control or management of the business. Attach list if needed.

<i>Name (Last, First, MI)</i>	<i>Title</i>	<i>Phone Number</i>	<i>Email Address</i>
1.			
2.			
3.			

**Please initial each statement below and sign at the bottom of the form.**

- \_\_\_\_\_ 1. I swear or affirm that any requested information will be used for **employment** purposes only.
- \_\_\_\_\_ 2. I swear or affirm that I have on file a signed release for the subject of each driver record requested.
- \_\_\_\_\_ 3. I swear or affirm that I understand the driver record is confidential and restricted information and I will establish procedures to protect the confidentiality of these records.
- \_\_\_\_\_ 4. I swear or affirm that I will not request driver information from the Department for personal reasons. (Examples of inappropriate access or misuse of Department information include, but are not limited to: making personal inquiries on my own record or those of my relatives; accessing information about another person, including locating their residence address, for any reason that is not related to my job responsibilities.)
- \_\_\_\_\_ 5. I swear or affirm that the information obtained from the Department shall not be sold, assigned or otherwise transferred to any other party.
- \_\_\_\_\_ 6. I swear or affirm that I understand that the Department retains exclusive ownership of all driver record information provided and no record shall be combined and/or linked in with any other data on any database for any reason.
- \_\_\_\_\_ 7. I swear or affirm that the information obtained from the Department will not be used for direct mail advertising or any other type or types of mail or mailings.
- \_\_\_\_\_ 8. I swear or affirm that I will not disseminate or publish on the Internet the personal information obtained from the Department or allow any other person to disseminate or publish the personal information on the Internet without the express written permission of the Department.
- \_\_\_\_\_ 9. I swear or affirm that the statements made herein are true and correct, and that any statement made on or pursuant to this form is subject to the penalties of 18 PA C.S. Section 4903(a)(2) (relating to false swearing), which shall include punishment of a fine not exceeding \$5,000, or a term of imprisonment of not more than two years, or both.

<b>Subscribed and Sworn to Before Me:</b>	<b>Mo.</b>	<b>Day</b>	<b>Year</b>
<b>S E A L</b>	Signature of Person Administering Oath  <b>Sign in Presence of Notary</b>		

Signature

Date \_\_\_\_\_

Title

### **INSTRUCTIONS FOR COMPLETING THE AFFIDAVIT OF INTENDED USE**

1. The affidavit must be completed and signed by a member of your agency or firm who has the authority to certify the agency or firm's compliance.
2. Please complete each line on the form in its entirety to avoid delays in processing your affidavit. If requested information does not apply to your business insert **n/a** (not-applicable) on that line.
3. The person responsible for completing the affidavit **must initial each of the nine (9) declaration statements, then sign and date the form in the presence of a Notary.**
4. This affidavit must be returned to your information provider.
5. You are required to complete, notarize and file a new Affidavit of Intended Use whenever information about your company changes. (name, address, ownership, telephone, website, etc.)
6. If you need assistance in completing this affidavit, please contact your information provider.



## Washington MVR Access for Employment Purposes Instructions

Exhibit 9

The following **Washington Supplemental Agreement** and **Washington Subscriber Certification of Use** must be signed and returned to HireRight for your account to be granted access to Washington MVRs.

Also included is the state-required Release of Interest **Exhibit 9**, which you are required to obtain from the applicants **prior to ordering a request for MVR records**.

HireRight cannot accept any revisions to this Supplemental Agreement.

Please read over these documents carefully. The information provided in the web link referenced in the Supplemental Agreement contains required pass-through language set by the state. It is important you review this language.

Please note that the Washington Supplemental Agreement requires **an annual compliance certification**.

Reminder emails will be sent to the account Super User prior to the expiration date. If the annual compliance certification is not returned, the access to Washington driving records will be suspended until the Washington **Subscriber Certification of Use** is received. Access may be reinstated upon the return of the signed compliance certification.

Please complete this form and securely send the completed documents to HireRight via email, fax, or mail.

**Secure email:** [hirerightassess@hireright.com](mailto:hirerightassess@hireright.com)

**Fax:** (800) 444-4444

**Mail:** HireRight  
Attn: Washington MVR Access  
4000 10th Street, Suite 1000  
Tulsa, OK 74114

### REQUIREMENTS FOR OBTAINING WASHINGTON MVRs FOR EMPLOYMENT, PROSPECTIVE EMPLOYMENT OR VOLUNTARY PURPOSES

Washington permits MVR dissemination to and use by an employer, prospective employer or volunteer organization only as outlined in the Washington Subscriber Certification of Use form based on your selection. Please be sure to read carefully and only select what applies to your business needs.

HireRight is required to perform **random audits** on Washington MVR requests. Should your account be selected for an audit, you will receive notification from HireRight with instructions on how to respond. Failure to respond timely or completely to this audit may result in suspension of your access to Washington driving records. The Washington Department of Licensing will be notified of any audit failures.

If you have any questions or you need assistance, please do not hesitate to contact HireRight Customer Service at (800) 444-4444 with any questions.

## **Washington State Supplemental Agreement**

This Washington State Supplemental Agreement ("Agreement") hereby supplements the Subscriber Certification on file, both of which are required in order for the undersigned company ("Subscriber") to access driver record information, motor vehicle records, and any information contained therein collectively, "MVRs" or "Data" from the Washington State Department of Licensing ("DOL"). Subscriber agrees that the Data Licensing Agreement for Driver Record Information between DOL and HireRight, a sample of which is available at [HireRight/PDFs/WA Sample Agreement](#), is incorporated herein by reference, and Subscriber shall comply with the provisions therein. Subscriber further agrees as follows:

- ☐ **Access Period** Subscriber may only have access to MVRs during HireRight's active Access Period and upon approval from HireRight. "Access Period" is the duration of time during which HireRight is granted access to MVRs under its Data Licensing Agreement with DOL.
- ☐ **Subscriber Disqualification** If HireRight discovers that DOL disqualified Subscriber from receiving DOL Data, HireRight shall immediately terminate and prevent Subscriber's access to said data.
- ☐ **Records Access/Inspections** Subscriber acknowledges and agrees that DOL, DOL's agent, an independent auditor selected by the State of Washington, or a representative of HireRight, may access, investigate or review records related to any Data provided under this Agreement. Such access must be afforded to DOL without redaction or refusal to disclose based on privilege or confidentiality.
- 4 ☐ **Compliance with Law** Subscriber shall use any DOL data Subscriber receives, including Washington driving records, in accordance with all applicable Law, and in no way violate the provisions of the Revised Code of Washington (RCW) 4A.00.000.
- ☐ **Certification** By signing the below, Subscriber certifies that it has reviewed the terms and requirements of this Agreement, the Washington State DOL's Subscriber Certification on file which Subscriber certifies that it has completed and signed, HireRight's General Affidavit of Intended Use which Subscriber certifies that it has completed and signed, the existing services agreement under which Subscriber obtains MVRs from HireRight, and all applicable state and federal law, including the Revised Code of Washington (RCW) 4A.00.000, each of which in part outline terms and requirements for accessing Washington DOL data, including driving records. Subscriber further certifies that it is and will remain in compliance with each of these terms and requirements for accessing Washington DOL Data, and that it is not aware of any current or ongoing violations of these terms or requirements by Subscriber.

AGREED

Subscriber Company Name \_\_\_\_\_  
(use full legal entity name)

Authorized Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Subscriber Certification of Use

Use this form to Certify the Subscriber's use of Washington State Department of Licensing data.

Choose one:

☐ Insurance company

I hereby certify:

1. The insurance carrier to which the named individual has applied for motor vehicle insurance or life insurance and/or has life insurance in effect covering the named individual.
2. The insurance carrier or the agent of the insurance carrier designated below as Subscriber:
  - a. Has motor vehicle insurance in effect covering the employer or a prospective employer; or
  - b. Has motor vehicle insurance in effect covering the named individual; or
  - c. Is the insurance carrier to which the employer or prospective employer has applied for motor vehicle insurance.
3. HireRight (company name) is acting as agent for Subscriber.
4. Abstract Driver Records shall be used exclusively for our insurance underwriting purposes only, and that no information contained therein shall be divulged, sold, assigned, or otherwise transferred to any third person or party.
5. The information contained in the abstracts of driver records obtained from the Department shall be used in accordance with the requirements and in no way violate the provisions of RCW 46.52.130, attached in part for easy reference.

☒ Employer / Transit authority / Volunteer organization

I hereby certify:

1. The company or their agent designated below as Subscriber is an employer, prospective employer, a volunteer organization, or a transit authority for its vanpool program.
2. HireRight (company name) is acting as agent for Subscriber.
3. Abstracts of driver records shall be used exclusively for determining:
  - a. Whether the volunteer licenses meet those insurance and risk management requirements necessary to drive a vanpool vehicle; or
  - b. Whether an employee, prospective employee, or volunteer should be employed to operate a vehicle or for employment purposes related to driving by an individual as a condition of that individual's employment upon the public highways.
4. No information contained therein shall be divulged, sold, assigned, or otherwise transferred to any third person or party.
5. The information contained in the abstracts of driver records obtained from the Department shall be used in accordance with the requirements and in no way violate the provisions of RCW 46.52.130.

The Subscriber listed below agrees to, and shall indemnify and hold harmless the state of Washington, Department of Licensing (DOL), the Director of DOL and all DOL employees from any and all suits at law or equity, and from any and all claims, demands or loss of any nature, including but not limited to all costs and attorney fees, arising from any incorrect or improper disclosure of individual names or addresses under this "Subscriber Certification of Use"; Any defects in any of Subscriber's procedures followed or omitted or arising from the failure of Subscriber or its officers, employees, customers, contractors or agents to fulfill any of its obligations under this Contract; or arising in any manner from any negligent act or omission by Subscriber or its officers, employees, customers, contractors or agents.

I affirm that I am a representative authorized to bind the Subscriber named below.

Subscriber name (Full company name)	
Address	
Authorized representative name (Print Name)	Title

**X**

\_\_\_\_\_  
Date and place signed

**X**

\_\_\_\_\_  
Authorized representative signature

## RCW 46.52.130

### **Abstract of driving record—Access—Fee—Violations.**

Upon a proper request, the department may only furnish information contained in an abstract of a person's driving record as permitted under this section.

- (1) **Contents of abstract of driving record.** An abstract of a person's driving record, whenever possible, must include:
  - (a) An enumeration of motor vehicle accidents in which the person was driving, including:
    - (i) The total number of vehicles involved;
    - (ii) Whether the vehicles were legally parked or moving;
    - (iii) Whether the vehicles were occupied at the time of the accident; and
    - (iv) Whether the accident resulted in a fatality;
  - (b) Any reported convictions, forfeitures of bail, or findings that an infraction was committed based upon a violation of any motor vehicle law;
  - (c) The status of the person's driving privilege in this state; and
  - (d) Any reports of failure to appear in response to a traffic citation or failure to respond to a notice of infraction served upon the named individual by an arresting officer.
- (2) **Release of abstract of driving record.** Unless otherwise required in this section, the release of an abstract does not require a signed statement by the subject of the abstract. An abstract of a person's driving record may be furnished to the following persons or entities:
  - (a) **Named individuals.** (i) An abstract of the full driving record maintained by the department may be furnished to the individual named in the abstract.
    - (ii) Nothing in this section prevents a court from providing a copy of the driver's abstract to the individual named in the abstract or that named individual's attorney, provided that the named individual has a pending or open infraction or criminal case in that court. A pending case includes criminal cases that have not reached a disposition by plea, stipulation, trial, or amended charge. An open infraction or criminal case includes cases on probation, payment agreement or subject to, or in collections. Courts may charge a reasonable fee for the production and copying of the abstract for the individual.
  - (b) **Employers or prospective employers.** (i) An abstract of the full driving record maintained by the department may be furnished to an employer or prospective employer or agents acting on behalf of an employer or prospective employer of the named individual for purposes related to driving by the individual as a condition of employment or otherwise at the direction of the employer.
    - (ii) The department may provide employers or their agents a three-year insurance carrier driving record of existing employees only for the purposes of sharing the

driving record with its insurance carrier for underwriting. Employers may not provide the employees' full driving records to its insurance carrier.

- (iii) An abstract of the full driving record maintained by the department may be furnished to an employer or prospective employer or the agent(s) acting on behalf of an employer or prospective employer of the named individual for purposes unrelated to driving by the individual when a driving record is required by federal or state law, or the employee or prospective employee will be handling heavy equipment or machinery.
  - (iv) Release of an abstract of the driving record of an employee or prospective employee requires a statement signed by: (A) The employee or prospective employee that authorizes the release of the record; and (B) the employer attesting that the information is necessary for employment purposes related to driving by the individual as a condition of employment or otherwise at the direction of the employer. If the employer or prospective employer authorizes agents to obtain this information on their behalf, this must be noted in the statement. The statement must also note that any information contained in the abstract related to an adjudication that is subject to a court order sealing the juvenile record of an employee or prospective employee may not be used by the employer or prospective employer, or an agent authorized to obtain this information on their behalf, unless required by federal regulation or law. The employer or prospective employer must afford the employee or prospective employee an opportunity to demonstrate that an adjudication contained in the abstract is subject to a court order sealing the juvenile record.
  - (v) Upon request of the person named in the abstract provided under this subsection, and upon that same person furnishing copies of court records ruling that the person was not at fault in a motor vehicle accident, the department must indicate on any abstract provided under this subsection that the person was not at fault in the motor vehicle accident.
  - (vi) No employer or prospective employer, nor any agents of an employer or prospective employer, may use information contained in the abstract related to an adjudication that is subject to a court order sealing the juvenile record of an employee or prospective employee for any purpose unless required by federal regulation or law. The employee or prospective employee must furnish a copy of the court order sealing the juvenile record to the employer or prospective employer, or the agents of the employer or prospective employer, as may be required to ensure the application of this subsection.
- (c) **Volunteer organizations.** (i) An abstract of the full driving record maintained by the department may be furnished to a volunteer organization or an agent for a volunteer organization for which the named individual has submitted an application for a

position that would require driving by the individual at the direction of the volunteer organization.

(ii) Release of an abstract of the driving record of a prospective volunteer requires a statement signed by: (A) The prospective volunteer that authorizes the release of the record; and (B) the volunteer organization attesting that the information is necessary for purposes related to driving by the individual at the direction of the volunteer organization. If the volunteer organization authorizes an agent to obtain this information on their behalf, this must be noted in the statement.

(d) **Transit authorities.** An abstract of the full driving record maintained by the department may be furnished to an employee or agents of a transit authority checking prospective or existing volunteer vanpool drivers for insurance and risk management needs.

(e) **Insurance carriers.** (i) An abstract of the driving record maintained by the department covering the period of not more than the last three years may be furnished to an insurance company or its agents:

- (A) That has motor vehicle or life insurance in effect covering the named individual;
- (B) To which the named individual has applied; or
- (C) That has insurance in effect covering the employer or a prospective employer of the named individual.

(ii) The abstract provided to the insurance company must:

- (A) Not contain any information related to actions committed by law enforcement officers or firefighters, as both terms are defined in RCW [41.26.030](#), or by Washington state patrol officers, while driving official vehicles in the performance of their occupational duty, or by registered tow truck operators as defined in RCW [46.55.010](#) in the performance of their occupational duties while at the scene of a roadside impound or recovery so long as they are not issued a citation. This does not apply to any situation where the vehicle was used in the commission of a misdemeanor or felony;
- (B) Include convictions under RCW [46.61.5249](#) and [46.61.525](#), except that the abstract must report the convictions only as negligent driving without reference to whether they are for first or second degree negligent driving; and
- (C) Exclude any deferred prosecution under RCW [10.05.060](#), except that if a person is removed from a deferred prosecution under RCW [10.05.090](#), the abstract must show the deferred prosecution as well as the removal.

(iii) Any policy of insurance may not be canceled, nonrenewed, denied, or have the rate increased on the basis of information regarding an accident included in the abstract of a driving record, unless the policyholder was determined to be at fault.



(iv) Any insurance company or its agents, for underwriting purposes relating to the operation of commercial motor vehicles, may not use any information contained in the abstract relative to any person's operation of motor vehicles while not engaged in such employment. Any insurance company or its agents, for underwriting purposes relating to the operation of noncommercial motor vehicles, may not use any information contained in the abstract relative to any person's operation of commercial motor vehicles. For the purposes of this subsection, "commercial motor vehicle" has the same meaning as in RCW [46.25.010](#)(6).

(f) **Alcohol/drug assessment or treatment agencies.** An abstract of the driving record maintained by the department covering the period of not more than the last five years may be furnished to an alcohol/drug assessment or treatment agency approved by the department of health to which the named individual has applied or been assigned for evaluation or treatment, for purposes of assisting employees in making a determination as to what level of treatment, if any, is appropriate, except that the abstract must:

- (i) Also include records of alcohol-related offenses, as defined in RCW [46.01.260](#)(2), covering a period of not more than the last ten years; and
- (ii) Indicate whether an alcohol-related offense was originally charged as a violation of either RCW [46.61.502](#) or [46.61.504](#).

(g) **Attorneys—City attorneys, county prosecuting attorneys, and named individual's attorney of record.** An abstract of the full driving record maintained by the department, including whether a recorded violation is an alcohol-related offense, as defined in RCW [46.01.260](#)(2), that was originally charged as a violation of either RCW [46.61.502](#) or [46.61.504](#), may be furnished to city attorneys, county prosecuting attorneys, or the named individual's attorney of record. City attorneys, county prosecuting attorneys, or the named individual's attorney of record may provide the driving record to alcohol/drug assessment or treatment agencies approved by the department of social and health services to which the named individual has applied or been assigned for evaluation or treatment.

(h) **State colleges, universities, or agencies, or units of local government.** An abstract of the full driving record maintained by the department may be furnished to (i) state colleges, universities, or agencies for employment and risk management purposes or (ii) units of local government authorized to self-insure under RCW [48.62.031](#), or their agents, for employment and risk management purposes. "Unit of local government" includes an insurance pool established under RCW [48.62.031](#).

(i) **Superintendent of public instruction.**

- (i) An abstract of the full driving record maintained by the department may be furnished to the superintendent of public instruction for review of public school bus driver records. The superintendent or superintendent's designee may discuss information on the driving record with an authorized representative of the employing school district for employment and risk management purposes.
    - (ii) The superintendent of public instruction is exempt from paying the fees related to the reviewing of records and the fee required in subsection (5) of this section.
  - (j) **State and federal agencies.** An abstract of the driving record maintained by the department may be furnished to state and federal agencies, or their agents, in carrying out its functions.
  - (k) **Transportation network companies.** An abstract of the full driving record maintained by the department may be furnished to a transportation network company or its agents acting on its behalf of the named individual for purposes related to driving by the individual as a condition of being a contracted driver.
  - (l) **Research.** (i) The department may furnish driving record data to state agencies and bona fide scientific research organizations. The department may require review and approval by an institutional review board. For the purposes of this subsection, "research" means a planned and systematic sociological, psychological, epidemiological, biomedical, or other scientific investigation carried out by a state agency, or by a scientific research professional associated with a bona fide scientific research organization with an objective to contribute to scientific knowledge, the solution of social and health problems, or the evaluation of public benefit and service programs. This definition excludes methods of record analysis and data collection that are subjective, do not permit replication, and are not designed to yield reliable and valid results.
    - (ii) The state agency, or a scientific research professional associated with a bona fide scientific research organization, are exempt from paying the fees related to the reviewing of records and the fee required in subsection (5) of this section. However, the department may charge a cost-recovery fee for the actual cost of providing the data.
- (3) **Reviewing of driving records.** (a) In addition to the methods described herein, the director may enter into a contractual agreement for the purpose of reviewing the driving records of existing employees for changes to the record during specified periods of time. The department shall establish a fee for this service, which must be deposited in the highway safety fund. The fee for this service must be set at a level that does not result in a net revenue loss to the state. Any information provided under this subsection must be treated in the same manner and is subject to the same restrictions as driving record abstracts.
- (b) The department may provide reviewing services to the following entities:

- (i) Employers for existing employees, or their agents;
- (ii) Transit authorities for current vanpool drivers, or their agents;
- (iii) Insurance carriers for current policyholders, or their agents;
- (iv) State colleges, universities, or agencies, or units of local government, or their agents;
- (v) The office of the superintendent of public instruction for school bus drivers statewide; and
- (vi) Transportation network companies, or their agents.

(4) **Release to third parties prohibited.** (a) Any person or entity receiving an abstract of a person's driving record under subsection (2)(b) through (l) of this section shall use the abstract exclusively for his, her, or its own purposes or as otherwise expressly permitted under this section, and shall not divulge any information contained in the abstract to a third party.

(b) The following release of records to third parties are hereby authorized:

- (i) Employers may divulge driving records to regulatory bodies, as defined by the department by rule, such as the United States department of transportation and the federal motor carrier safety administration.
- (ii) Employers may divulge a three-year driving record to their insurance carrier for underwriting purposes.
- (iii) Employers may divulge driving records to contracted motor carrier consultants for the purposes of ensuring driver compliance and risk management.

(5) **Fee.** The director shall collect a thirteen dollar fee for each abstract of a person's driving record furnished by the department. Fifty percent of the fee must be deposited in the highway safety fund, and fifty percent of the fee must be deposited according to RCW [46.68.038](#).

(6) **Violation.** (a) Any negligent violation of this section is a gross misdemeanor.

(b) Any intentional violation of this section is a class C felony.

(7) Effective July 1, 2019, the contents of a driving abstract pursuant to this section shall not include any information related to sealed juvenile records unless that information is required by federal law or regulation.



## Washington MVR Access for Employment Purposes Instructions RELEASE OF INTEREST

### REQUIREMENTS - USING WASHINGTON MVRs FOR EMPLOYMENT, PROSPECTIVE EMPLOYMENT or VOLUNTEER PURPOSES:

Washington permits its MVR dissemination and use by an employer, prospective employer or volunteer organization to determine whether an employee, prospective employee or volunteer should be employed to operate a school bus, commercial vehicle, or for employment purposes related to driving by an individual as a condition of that individual's employment. Commercial vehicle is defined as any vehicle the principle use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire. Obtaining WA MVRs for the employment screening of a non-commercial driving position is ALLOWED under Washington law if that position involves driving as part of their job responsibilities.

#### To be a valid Release of Interest, all sections MUST be completed.

- The State of Washington requires that a "Release of Interest" (following) be completed **PRIOR to ordering an MVR**
- The Company section must be completed in full by providing all requested information, including signature and signature date/place
- Answer the four questions by selecting, "yes" or "no"
- The employee, prospective employee or volunteer section must be completed by the applicant by providing information for the required fields, Name, Date of Birth and WA Driver's License.
- The ordering purpose "Authorization for employee, Prospective employee or Volunteer" option should be selected. Selecting prospective employee, the release is good for only 30 days from the date of signature. A permanent release should be executed if employment offer is made
- The company name should be entered below the ordering purpose
- "HireRight" should be entered as the agent company name.
- The applicant's AND company representative's signature are requirements on the Release of Interest.

**THIS FORM MUST COMPLETED IN ITS ENTIRETY AND MAINTAINED FOR A MINIMUM OF TWO YEARS (from the date of the last MVR request) BY THE EMPLOYER, REGARDLESS OF WHETHER OR NOT THE INDIVIDUAL WAS HIRED BY YOUR COMPANY.**

Under our contract with the State of Washington, HireRight is required to perform **random audits on** Washington MVR requests. Should you be audited, you will receive notification from HireRight requesting a copy of the signed Washington release or We will provide you with the individual's name and date of order

You will have seven (7) days to respond to the audit with a copy of the signed Washington release. Failure to respond timely or completely to these audits may result in termination of your access to Washington driving records

Upon audit completion, you will be notified of a satisfactory audit, or if you have been put on probation or suspension. The Washington Department of Licensing will be notified of any Subscriber's misuse data.

## Driving Record Release of Interest

**Employers, prospective employers, volunteer organizations, or their agent** can get driving records for an employee, prospective employee, or volunteer when authorized. Use this form to get their authorization.

- Complete the Company section.
- Give this form to your employee, prospective employee, or volunteer to complete their section.
- For audit purposes, keep this completed form in your files for at least five years. Do not mail it to the Department of Licensing.

**Sealed juvenile records.** Information contained in a driving record related to a sealed juvenile record may not be used for any purpose unless required by federal law. The employee or prospective employee may furnish a copy of the court order sealing the juvenile record to the employer, prospective employer, or their agent.

**Company**—To be completed by the company or the agent of the company

<b>PRINT or TYPE</b> Company name	
Agent company name <i>(if applicable)</i>	
Company/Agent company address	
Authorized representative name	Title
<p>Answer the following</p> <p>1. Is this company an employer, prospective employer, or volunteer organization of the individual whose driving record is being requested? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. Is the record you are requesting necessary for employment purposes related to driving by the employee or prospective employee as a condition of employment or related to driving by the volunteer at the direction of the volunteer organization? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Do you agree to use the information contained in the record exclusively for this purpose and not divulge it to a third party? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>4. Do you agree to hold harmless the Washington State Department of Licensing for all matters relating to the release of the requested driving record? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Certification</p> <p><i>I declare under penalty of perjury under the law of Washington that the foregoing is true and correct.</i></p> <p style="text-align: center;"><b>X</b></p>	
Date and place (city or county) signed	Authorized representative signature

**Employee, prospective employee, or volunteer**—Complete this section and return the form to the company

<b>PRINT or TYPE</b> Full name <i>(First, Middle, Last)</i>	Date of birth <i>(mm/dd/yyyy)</i>	WA driver license number
<p>Authorization from</p> <p><input type="checkbox"/> Employee—for release of my driving record for employment purposes, at my employer's discretion for the full term of my employment</p> <p><input type="checkbox"/> Prospective employee—for release of my driving record for employment purposes, not to exceed 30 days from date signed</p> <p><input type="checkbox"/> Volunteer—for release of my driving record for a position applied for that requires me driving at the direction of the volunteer organization</p>		
Employer, prospective employer, or volunteer organization name		
Employer agent company name if acting on behalf of the company for employment purposes		
<p>Authorization</p> <p><i>I am an employee, prospective employee, or volunteer of the company named above and I request that a copy of my Washington State driving record be sent to them/their agent.</i></p> <p style="text-align: center;"><b>X</b></p>		
Signature		Date

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 21, 2024

## Item Details

Presenter(s): Steve Maynard, Contracts and Purchasing Manager

Department(s): Finance

### Requested Motion

Motion to approve a lease agreement between the Town of Apex and Quadient Leasing for two (2) postage machines, IX1 and IX7, effective December 1, 2024 through November 30, 2027 (36 months), and authorize the Town Manager, or their designee, to execute on behalf of the Town.

### Approval Recommended?

Yes

### Item Details

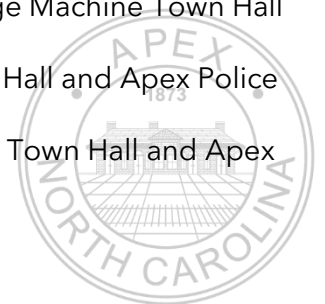
The Town current has two postage machines located in the Apex Police Department and Apex Town Hall. The current machine at the Apex Police Department will become obsolete effective January 1, 2025 and a stand alone machine is still needed. This lease agreement is for a 36- month term and authorizes the replacement of the postage machine at the Apex Police Department and renews the lease terms for the postage machine at Town Hall.

The lease includes monthly payments of \$413.64 for the duration of the term (36 months) with a not to exceed amount of \$14,891.04.

The Legal Services Department has reviewed the lease terms and conditions.

### Attachments

- CN4-A1: Government Product Lease Agreement - Quadient Leasing - Postage Machine Town Hall and Apex Police Department through November 30, 2027
- CN4-A2: Lease Purchase Order - Quadient Leasing - Postage Machine Town Hall and Apex Police Department through November 30, 2027
- CN4-A3: Lease Terms and Conditions - Quadient Leasing - Postage Machine Town Hall and Apex Police Department through November 30, 2027





Government Product Lease Agreement  
with Postage Meter Rental Agreement

Section (A) Office Information

Office Number	Office Name	Phone	Date
6793000	The Alternative Mailing & Shipping Solutions	(919) 779-8828	11/19/2024

Section (B) Billing Information

Company Name	Town of Apex		
DBA			
Billing Address	PO BOX 250		
City State Zip	APEX	NC	27502-0250
Contact Name	Steve Maynard	Phone	(919) 372-7366
Contact Title		Fax	
Email Address	Steve.maynard@apexnc.org	PO	

Section (C) Installation Information ☐ Different from billing information

Company Name	Town of Apex		
Installation Address	73 HUNTER ST		
City State Zip	APEX	NC	27502-2312
Contact Name	Steve Maynard	Phone	(919) 372-7366
Contact Title		Fax	
Email Address	steve.maynard@apexnc.org		
Main Post Office		PO Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
<input type="checkbox"/>	IXWP	IX Series 11lb Weighing Platform
<input type="checkbox"/>	IX-BWP	IX Base w/11lb Scale LAS ONLY, Rate Prot Post Exp Mgr Incl
<input type="checkbox"/>	IX	IX Series Base w/Mixed Size Feeder, Sealer, Drop Tray Ink Cartridge

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status <input checked="" type="checkbox"/> Taxable <input type="checkbox"/> Tax exempt <i>Certificate attached</i>  Billing Frequency <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually  Billing Method <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Arrears	<b>Number of Months</b> First          4	<b>Monthly Payment (Plus applicable taxes)</b>
	Current Lease Number	<b>N19021367 &amp; N20011403</b>
<input type="checkbox"/> ACH Customer to submit authorization form		

Section (F) Postage Meter & Postage Funding Information

Meter Model	<b>IX1BAI</b>	Machine Model	<b>IX1BWP10</b>
Postage Funding Method <input checked="" type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit (Submit customer authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CP (Include authorization form)		Postage Funding Account <input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input checked="" type="checkbox"/> New <input type="checkbox"/> Existing  Existing Account Number	
Agency Code    Sub Agency Code			

Service Products (Check all that apply)

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10) <input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats) <input type="checkbox"/> Online E-Services with Electronic Return Receipt iMeter™ App (SP35) <input type="checkbox"/> NeoShip PL/S <input type="checkbox"/> PL/S <input type="checkbox"/> NeoShip Install    User Guide    PEG ID/S <input type="checkbox"/> 4G/LG Cell Service <input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Installation/Training <input type="checkbox"/> Software Support for pre-ise non-cloud solutions
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Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc. and a Postage Meter Rental Agreement, and Online Services and Software Agreement with Quadient, Inc. and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an order to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (Version Government Equipment Lease Terms SPS Dealer V) which are also available at <https://www.quadient.com/government-equipment-lease-terms-sps-dealer-v>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your order by signing below, or when the equipment is shipped to you.

**Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.**

_____ Authorized Signature	_____ Print Name and Title	_____ Date Accepted
Accepted by Quadient Inc. and its Affiliates		_____ Date Accepted

Customer

Organization	Town of Apex		
DBA			
Address	PO BOX 000		
City State Zip	APX	NC	00000000
Phone	0000000000	Fax	

LEASE - Sourcewell - Purchase Order

Sourcewell Contract 0000000000DT  
Sourcewell Membership 00 00040

Vendor

Company Name	Quadient Leasing USA, Inc 00D0RAL ID 04000404		
Attention	Government Sales D0NS00000000		
Address	400 Wheelers Farms Rd		
City State Zip	Milford	CT	06400
Phone	00004400040	Fax	0000000000

Ship To

Organization	Town of Apex			
Attention	Steve Maynard			
Address	00 H0NT0R ST			
City State Zip	APX	NC	00000000	
Phone	0000000000	Email	steve0maynard0apexnc0org	

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
00	Months	Lease Payment	040004	004,00004

Lease payment specified above for products listed below includes equipment maintenance, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, operator training, and lease document fees

Products

QTY	Product ID	Description
0	IXWP00	IX Series 00lb Weighing Platform
0	IX0BWP00	IX00 Base w000lb0Scale 0L0AS0 ONLY, Rate Prot 0 Post 0xp Mgr Incl
0	IX0	IX00 Series Base w0Mixed Size 0feeder, Sealer, Drop Tray 0 In0Cartridge

☐ Order is governed under the terms and conditions of the Sourcewell (formerly NJPA) Contract #: 011322-QDT. Enter this order in accordance with the prices, terms, delivery, and specifications listed above.

☐ Payments will be sent to:  
Quadient Leasing USA Inc.  
Dept 3682  
PO Box 123682  
Dallas TX 75312-3682  
Federal ID Number 94-2984524

☐ Send all correspondence to:  
Quadient Leasing USA Inc..  
478 Wheelers Farms Rd  
Milford CT 06461  
Phone: 203-301-3400; Fax: 203-301-2600

Authorized by	Date
Print Name	Title



### GOVERNMENT PRODUCT LEASE AGREEMENT

In this Government Product Lease Agreement (the "Lease"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the Government Product Lease Agreement Order Form ("Order Form"). "We," "Us" and "Our" mean the lessor, Quadient Leasing USA, Inc. "Supplier" refers to either Quadient, Inc., or any other third party that has manufactured, or is providing services related to, the Products.

**1. Lease of Products. THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE** (except as provided in Section 22, below) during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, services and other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

**2. Promise to Pay.** You promise to pay to Us the lease payment shown on the Order Form ("Lease Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

**3. Initial Term; Renewal.** The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). Unless, at least thirty (30) days before the end of the Initial Term, You: (i) notify Us that You shall return the Products at the end of the Initial Term by calling 1-800-636-7678; and (ii) send written notice to Us in the manner directed by Us when You call, then this Lease will automatically renew for consecutive periods of one (1) month each (each a "Renewal Period"). We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall return the Products pursuant to Section 12 of this Lease.

**4. Payments.** Lease Payments, and other charges provided for herein, are payable in arrears periodically as stated on the Order Form. You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice.

**5. Delivery and Location of Products.** The Products will be delivered to You at the installation address specified on the Order Form ("Installation Address") or, if no such location is specified, to Your billing address specified on the Order Form ("Billing Address"). Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Installation Address unless You first get Our written permission to do so.

**6. Ownership, Use, and Maintenance of Products.** We will own and have title to the Products during the Lease. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree

to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

**7. Assignment of Supplier's Warranties and Notice of Reused Components.** We hereby assign to You any warranties relating to the Products that We may have received from the Supplier. We confirm that Quadient, Inc. has warranted that the Products shall be free from defects in material and workmanship for ninety (90) days after delivery. GUIDED BY QUADIENT, INC.'S SUSTAINABLE DESIGN AND RESPONSIBLE MANUFACTURING POLICY, THE PRODUCTS MAY CONTAIN REUSED COMPONENTS. For more information on our sustainable solutions visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.

**8. Relationship of the Parties.** You agree that You, not We, selected the Products and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. IF YOU ARE A PARTY TO ANY POSTAGE METER RENTAL, MAINTENANCE, SERVICE, SOFTWARE LICENSE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM). If the amount to be paid by You on any such other contract increases during the Initial Term or any Renewal Term, then we will modify the Lease Payment to include that amount.

**9. Default.** You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease. If You default, and You fail to cure such default within thirty (30) days following receipt of written notice from Us, We may, without further notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Lease; (B) require You to return the Products pursuant to Section 14 below; (C) take possession of and/or render the Products unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with prior reasonable notice or other process of law; and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of: (i) all Lease Payments and other amounts then due and past due; (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is a reasonable estimate of Our damages); and (iii) in the event that You failed to promptly return the Products to Us, an amount equal to the remaining value of the Products at the end of the then-current term, as reasonably determined by Us. You shall also pay all Our costs in enforcing Our rights under this Lease, including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Products, as well as any other expenses that We may incur to collect amounts owed to Us. We are not required to re-lease or sell the Products if We repossess them. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**10. Finance Lease.** You agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws.



- 11. Loss; Damage; Insurance.** You shall: (i) bear the risk of loss and damage to the Product(s) during the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.
- 12. Return of Products.** You are required to return the tangible Products under this Lease at Your expense. Upon the termination of this Lease, We shall send You a Return Authorization ("RMA") with instructions on how to return such Products to Us at a location that We designate within the contiguous United States. Those Products must be returned within sixty (60) days of Our issuance of the RMA. The Products must be properly packed for shipment with the RMA number clearly visible, freight prepaid and fully insured. The Products must be received in good condition less normal wear and tear. In the event the Products are not returned to Us within the sixty (60) day period, You shall pay Us an amount equal to the current fair market value at the end of Lease (as reasonably determined by Us).
- 13. Assignment.** YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART. We may, without notice to You, Transfer Our interests in the Products and/or this Lease, in whole or in part, to a third party.
- 14. Disclaimer of Warranties.** WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."
- 15. Limitation of Liability.** WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE PRODUCTS (COLLECTIVELY, "PRODUCT MATTERS"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OUR MAXIMUM LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.
- 16. Notice.** All notices related to this Lease to Us shall be made by You, or an attorney representing You. Notice of non-renewal of this Lease shall be made as outlined in Section 3 herein by calling 1-800-636-7678. All other notices, requests and other communications hereunder shall be in writing, and shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. Written notices to Us shall be sent to: Quadient Leasing USA, Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address"). Written notices to You shall be sent to the Billing Address listed on the Order Form, or, to the Installation Address if the Billing Address is a P.O. Box. In the event that We do not accept Your offer to enter this Lease, then You have the right to a written statement that specifies the reasons that Your offer was not

accepted. You can request such a statement by writing to Us at the Notice Address.

**17. Integration.** The Lease represents the final and only agreement between You and Us. There are no unwritten oral agreements between You and Us. The Lease can be changed only by a written agreement between You and Us. Any additional terms and conditions referenced on any Purchase Order shall be void and have no effect on this Lease.

**18. Severability.** In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

**19. Waiver or Delay.** A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Lease.

**20. Survival of Obligations.** Your obligations under this Lease shall survive any expiration or termination of any government procurement contract that may be related to it. Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

**21. Choice of Law; Venue; Forum Selection; and Attorney's Fees.** Any and all disputes, including but not limited to contract, tort, equitable, and/or statutory claims, between or among the parties to this Lease, or their affiliates, shall be governed by the laws of the State of Connecticut, without regard to conflicts of law, and shall be brought and maintained exclusively in a state or federal court located in New Haven County, Connecticut. Each of the parties expressly consents to the exercise of personal jurisdiction over it by the state and federal courts located in New Haven County, Connecticut. In any litigation or other proceeding by which one party, whether in contract, tort, equity, and/or a statutory claim, or seeks a declaration of any rights or obligations under this Lease, the prevailing party shall be awarded its reasonable attorney fees, costs, and expenses incurred.

## **22. Termination.**

### **22.1 Non-Appropriation.**

a. You warrant and represent that You intend to enter into this Lease for at least the entire Initial Term and that You are doing so for an essential government purpose. You agree that, prior to the expiration of the Initial Term, you shall not terminate this Lease in order to obtain the same or similar Products from another vendor.

b. You may terminate this Lease at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Lease Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

Sufficient funds have not been and will not be appropriated for the remaining payments due under the Lease. We confirm that we will not replace the Products with similar equipment



from any other party in the succeeding fiscal year.

**22.2 Convenience.** You may terminate this Lease at any time and for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

**23. Additional Postage Meter Terms.** If the Products require a postage meter, then You agree that Quadient's Postage Meter Rental Agreement shall govern your rental of such postage meter.

## POSTAGE METER RENTAL AGREEMENT

**1. Incorporation of Certain Terms.** Customer acknowledges that: (i) it has entered a Government Product Lease Agreement with Quadient Leasing USA, Inc. (the "Lease"); and (ii) if the Products that are subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement ("Rental Agreement") shall govern its rental of the Postage Meter (as defined below) for such machine. Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that "We," "Us," and "Our," refers to Quadient, Inc., and any reference to "Products" shall refer to the Postage Meter. Sections 11 through 21, of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the "Lease" refer to this Rental Agreement.

**2. Provisions as to Use.** You acknowledge that: (i) as required by United States Postal Service ("USPS") regulations, the postage meter(s) identified on the Order Form (the "Postage Meter") is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

**3. Rental Fee, Term, and Taxes.** The rental fee for the Postage Meter rental during the Initial Term is included in the Lease Payment. For each Renewal Term, You agree to pay Our then-current fee for the Postage Meter rental. The Postage Meter rental fee does not include the cost of consumable supplies. The term of the rental shall be equal to the term of the Lease and is NON-CANCELABLE. You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. Notwithstanding the foregoing, in the event You are tax exempt, upon providing Us a certificate, You will not be required to pay any taxes covered by such certificate. You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 12 of the Lease.

Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization from Us, then You will pay a postage meter replacement fee of one thousand dollars (\$1,000).

**4. Postage Meter Maintenance, Inspections, and Location.** We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

**5. Postage Advances.** We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

**6. Default.** In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, Quadient Leasing USA, Inc., and Quadient Finance USA, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**7. Rate Updates.**

- A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.
- B. Rate Updates. We will make available for download up to two (2) free rate updates per calendar year for each applicable Product to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Products. If any reprogramming is required because You have moved the Products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. In the event that there are more than two (2) rate updates issued by the USPS or any other courier in any calendar year, You agree to download the new rates from our server and to promptly pay the then-current price for such update.

**8. United States Postal Service Acknowledgement of Deposit Requirement.** By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

**9. Additional United States Postal Service Terms.**

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement



with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.

- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802)).
- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.
- G. **Privacy Act Statement:** Your information will be used to facilitate the purchase of U.S. Postal Service (USPS) postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding our privacy policies, visit [www.usps.com/privacypolicy](http://www.usps.com/privacypolicy).

## POSTAGE FUNDING ACCOUNT AGREEMENT

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with Quadient Leasing USA, Inc. (the "Lease") and a Postage Meter Rental Agreement with Quadient, Inc. (the "Rental Agreement"). If you have an eligible postage meter, then you will have access to a postage funding account and this Postage Funding Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Lease

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or Rental Agreement shall have the same meanings in this Account Agreement, except that "We," "Us," and "Our," refer to Quadient Finance USA, Inc. Sections 14 through 20 of the Lease are hereby incorporated into this Account Agreement except that any reference in those sections to the "Lease" refers to this Account Agreement.

**2. Establishment and Activation of Account.** You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of United States Postal Service ("USPS") postage for use in the postage meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Quadient, Inc. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

**3. Operation of Account.** Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Quadient, Inc. is authorized to provide, Quadient, Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that the Account will provide additional available postage funds when Your pre-paid account balance is zero (\$0). When You request a postage meter reset, if You have the funds on account with the USPS, those funds automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services from that Quadient, Inc. is authorized to provide, then We shall pay the applicable amount to Quadient, Inc. and add such amount to Your Account balance.

**4. Payment Terms.** You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due twenty-eight (28) days from the date of Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

**5. Account Limit and Account Fees.** You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount



of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, and a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.

**6. Cancellation and Suspension.** We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

**7. Default.** We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Quadient, Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**8. Remedies.** If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your postage meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Quadient, Inc., Quadient Leasing USA, Inc.

**9. Amendments.** We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

**10. Notice:** Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

**11. Miscellaneous.** You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue

for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Texas.

## ONLINE SERVICES AND SOFTWARE AGREEMENT

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with Quadient Leasing USA, Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Quadient, Inc. Sections 13 through 21 of the Lease are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Lease" refer to this OSS Agreement.

**2. License Grant and Additional Terms.** In exchange for the license fees that are included in Your Lease Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at [www.quadient.com/software-terms](http://www.quadient.com/software-terms) and may be supplemented by Us or third party licensors, from time to time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the applicable terms provided at the address above and corresponding to Software described on the Order Form at the time you enter this OSS Agreement. Such terms are incorporated herein by this reference and You agree to be bound by such terms as if they were fully stated herein.

**3. Software Support.** Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following during the Initial Term of the Lease: (i) software updates and, if applicable, up to two (2) carrier rate updates per calendar year in order to keep the Software current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively "Software Support"). At the conclusion of the Initial Term, the Software Support will automatically renew for additional one-year periods at Our then-current fee for such services unless you provide Us with at least sixty (60) days prior to the renewal date that You wish to cancel the Software Support. You acknowledge that the Software may fail to comply with applicable regulations if You do not have Software Support services and that We shall not have any liability in connection with any such failure. If You allow the Software Support to lapse, You may reinstate such services;



provided that You pay Us all fees that would have been due from the expiration of Your last Software Support period through the reinstatement date, plus a 15% administrative surcharge.

**4. Use of Websites and SaaS Services.** Quadient, Inc. and/or any of Our affiliates, suppliers, including, but not limited to, Quadient Leasing USA, Inc. may, from time to time, make certain content and/or services available to You via the Internet ("Websites") in order to provide You with certain services, including, but not limited to, software as a service solutions. If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or subscription terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 21, 2024

## Item Details

Presenter(s): Taylor Sanchez, Emergency Management Coordinator

Department(s): Fire

### Requested Motion

Receive as information an overview of the Emergency Management Program.

### Approval Recommended?

N/A

### Item Details

The Fiscal Year 2023-2024 Annual Operating Budget included a new Full-Time Equivalent (FTE) position authorization for an Emergency Management Coordinator position under the Apex Fire Department. Following a competitive recruitment process, Mr. Taylor Sanchez was selected to serve as the Town's Fire Emergency Management Coordinator. He previously served Chatham County, Georgia (Savannah).

The purpose of this item is to provide an overview the Emergency Management program. Additional information is included in the PowerPoint presentation attached.

### Attachments

- PR-A1: PowerPoint Presentation - Emergency Management Program Overview







19 Nov 2024

# Emergency Management Program Overview

Taylor Sanchez



# Emergency Management

## Definition

The managerial function charged with creating the framework within which communities reduce vulnerability to hazards and cope with disasters.

## Mission

To protect the Town of Apex by coordinating and integrating all activities necessary to build, sustain, and improve the capability to mitigate against, prepare for, respond to, and recover from threatened or actual natural disasters, acts of terrorism, or other man-made disasters.

# Legislation

- Chapter 166A, North Carolina Emergency Management Act. 1977
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, 1988
- Homeland Security Presidential Directive 5 (HSPD-5), 2003
- Post-Katrina Emergency Management Reform Act (PKEMRA), 2006
- Presidential Policy Directive 8 (PPD-8), 2011

## Mission Areas

### National Preparedness Goal

"A secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk."

- Measured by 32 core capabilities
- Over 5 mission areas
- Multidisciplinary / whole community involvement\*

Prevention		Protection	Mitigation	Response	Recovery
Planning					
Public Information and Warning					
Operational Coordination					
Intelligence and Information Sharing			Community Resilience  Long-term Vulnerability Reduction  Risk and Disaster Resilience Assessment  Threats and Hazards Identification	Infrastructure Systems	
Interdiction and Disruption				Critical Transportation  Environmental Response/Health and Safety  Fatality Management Services  Fire Management and Suppression  Logistics and Supply Chain Management  Mass Care Services  Mass Search and Rescue Operations  On-scene Security, Protection, and Law Enforcement  Operational Communications  Public Health, Healthcare, and Emergency Medical Services  Situational Assessment	Economic Recovery  Health and Social Services  Housing  Natural and Cultural Resources
Screening, Search, and Detection					
Forensics and Attribution	Access Control and Identity Verification  Cybersecurity  Physical Protective Measures  Risk Management for Protection Programs and Activities  Supply Chain Integrity and Security				

# All Hazard

## Natural



## Technological



## Man Made



# Defining Scope

	Emergency	Disaster	Catastrophe
Individual	Physical Injury		
Organization / Departmental	Bomb threat	Building collapse	
Town	Cyber attack	Dixie Pipeline	
County		Localized Epidemic	Shearon Harris
Region			Hurricane Helene western NC



# Types of Incidents

Incident Complexity Level: Incident Effect Indicators Summary										
Type	Resistance to stabilization or mitigation	How long does it take for resources to meet incident objectives?	Effects on population immediately surrounding the incident	Length of incident effects	Evacuations necessary during mitigation	Adverse impact on CIKR	CIKR impact / mitigation measures	Coordination required with elected/ governing officials and stakeholder groups	Do conditions or actions that caused original incident persist?	Probability of cascading event or exacerbation of current incident
5	None	1-2 hours	Minimal	Minimal	Few or none	None	None	Minimal or none	No	None
4	Low	Several to 24 hours	Limited	Up to 24 hours	Few or none	Minimal	Uncomplicated within one operational period	Minimal or none	No	Low to none
3	Moderate	At least 24 hours	Moderate	Several days to over one week	Possible; may require shelter	Threatens, damages, or destroys property	Adverse; multiple operational periods	Some	Possibly	Medium
2	High	Several days	Significant	Several days to two weeks	Possible; may require shelter/ housing for several days to months	Threatens, damages, or destroys property	Destructive; requires coordination over multiple operational periods	Moderate, including political organizations	Possibly	High
1	High	Numerous operational periods	Significant	Two weeks to over a month	May require shelter/ housing for several days to months	Significantly threatens, damages, or destroys property	Highly destructive; requires long-term planning and extensive coordination over multiple operational periods	High, including political organizations	Yes	High

# Planning Tiers / Operating Structures



*Figure 1.2: Relationship Between Strategic, Operational, and Tactical Planning*



Blue Skies



Grey Skies



## EM Blue Sky Responsibilities

- Develop and maintain Town wide emergency plans (EOP and Annexes)
- Conduct training and exercise of emergency plans
- Coordinate preparedness efforts with surrounding municipalities and Wake County
- Ensure operational readiness of EOC
- Develop EOC Staffing roles/responsibilities/procedures
- Develop maintain emergency Memorandums of Understanding
- Monitor potential Threats/Hazards (Weather/EM Network)

## EM Blue Sky Responsibilities

- Advise TOA on emergency policy and procedure development
- Review Incident Action Plans for Town Events
- Inventory / accountability of emergency reserve equipment/supplies
- Processing reimbursement of deployed resources
- Support outreach initiatives to develop community preparedness

# EM Grey Sky Responsibilities

## Response (Emergency Operations Plan)

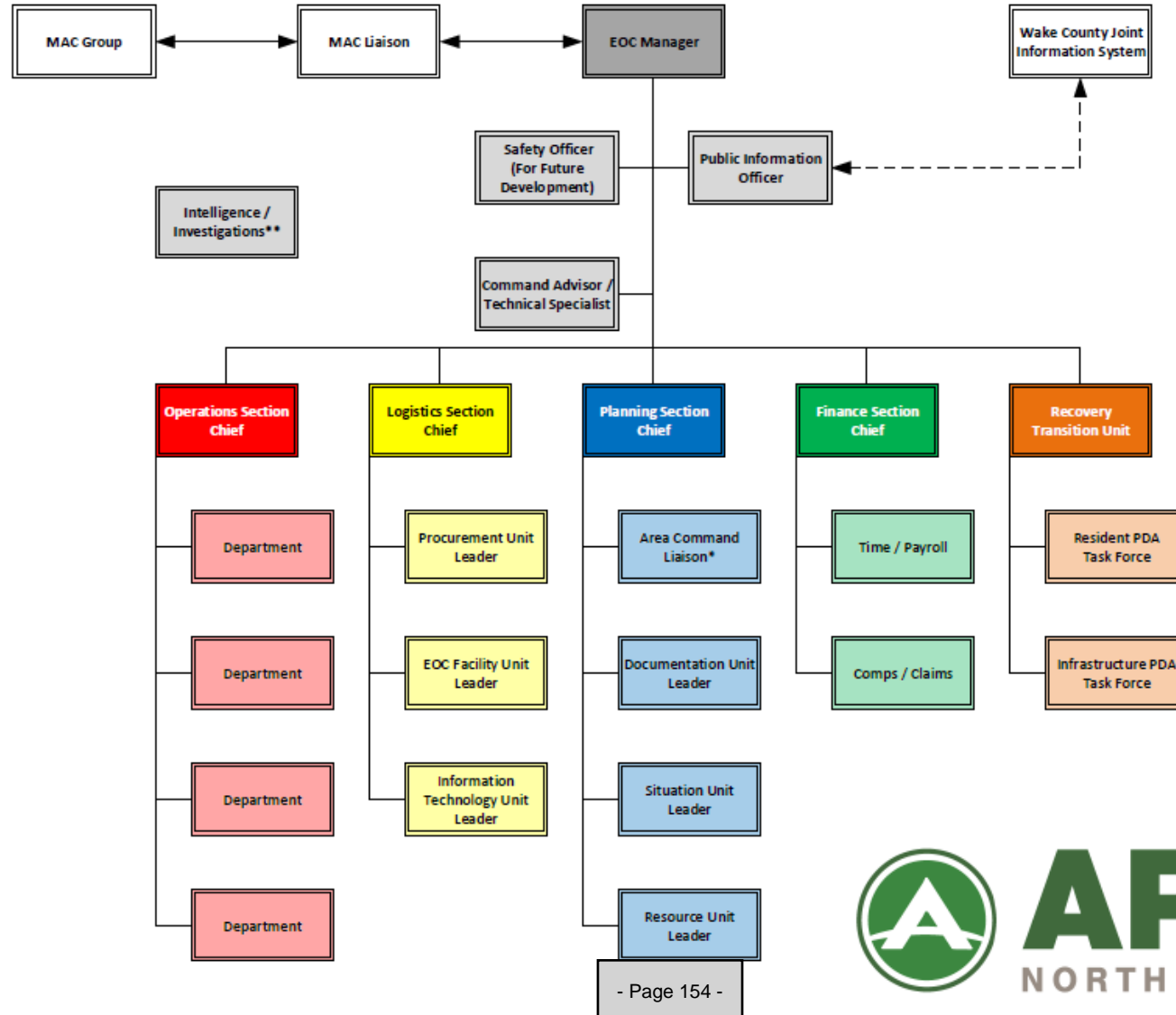
- Incident Command System (ICS) *Advisor*
  - Operational Response Planning
  - EOP Coordination
- Emergency Operation Center (EOC) *Manager*
  - Ops Sync Coordination Calls
  - EOC Activation
  - COOP Manager
  - Battle Rhythm
- Multi Agency Coordination (MAC)/ Policy Group *Liaison*
  - Situational Briefings

# EM Grey Sky Operational Structures

- Incident Command Structure (ICS)
  - Determine tactical objectives
  - Field Command and Control
  - Modular and Scalable
- Emergency Operations Center (EOC)
  - Coordination Center / resource, information and consequence management
  - Primary – PD HQ / Secondary – Public Safety Station #6
  - 1 monitoring level / 3 activation levels
  - Staffed by various departments
- Multi-Agency Coordination (MAC) / Policy Group
  - Establishing Goals / Priorities
  - Determine scarce resource allocations



# Town of Apex Emergency Operations Center Organizational Chart



**APEX**  
NORTH CAROLINA

# EOC Activation Levels

## Level 4: Monitoring

- Future event is possible, unknown severity
- Limited to primary response departments

## Level 3: Event Specific Activation

- Active event/immediate incident.
- Medium to Moderate severity.

## Level 2: Limited Activation

- Major event/incident, immediate threat
- Potential of causing severe impacts to the community

## Level 1: Full Activation / Area Command

- Major event/incident, immediate threat
- Potential of causing severe impacts to the community

# Planning Framework Current State

## **TOA Emergency Operations Plan**

- ❖ Functional Annexes
  - Crisis Communications Plan (Dev.)
  - Continuity of Operations/Government (COOP/COG) (Dev)
- ❖ Hazard Specific Annexes
  - Hurricane (Ex)
- ❖ Supporting Plans
  - TOA Emergency Action Plan
  - EOC Staffing (Ex)
  - Training and Exercise (Ex)

## **TOA Additional Plans**

- Apex Lake Dam EAP
- Seagroves Pond Dam EAP

## **Partner Plans**

- Harris Nuclear ERP, Wake Co.
- Area Command SOP, Wake Co.
- Staging Area SOP, Wake Co.



# EOP Future Development

## ❖ Functional Annexes

- Damage Assessment
- Debris Management
- Logistics Staging Area
- Point of Distribution

## ❖ Functional Annexes

- EOC Staffing
- Training and Exercises

## ❖ Hazard Specific Annexes

- Target Hazard Sites
- Cyber Incident
- Hurricane
- Winter Weather
- Comfort Stations
- Active Shooter

## Conclusion

- Comprehensive Program Management
- Plan Development and Sustainment
- Multi-Departmental / Organizational
- All-Hazards
- Whole Community

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING  
Meeting Date: November 21, 2024

## Item Details

Presenter(s): Jenna Shouse, Senior Long-Range Planner

Department(s): Planning

### Requested Motion

Possible Motion to adopt the Final Draft of the Western Big Branch Area Plan: Encompassing Portions of the Friendship and New Hill Communities.

### Approval Recommended?

Planning Department staff recommend adoption of the Final Draft of the Western Big Branch Area Plan: Encompassing Portions of the Friendship and New Hill Communities.

Planning Board unanimously recommended adoption of the Final Draft of the Western Big Branch Area Plan: Encompassing Portions of the Friendship and New Hill Communities at their November 4, 2024 meeting.

### Item Details

The purpose of the Western Big Branch Area Plan: Encompassing Portions of the Friendship and New Hill Communities is to update the 2045 Land Use Map and 2045 Transportation Plan in the study area to reflect community input, regional needs, and the latest available data. The study area encompasses portions of the New Hill and Friendship communities and is located within the western Big Branch Basin watershed.

### Attachments

- PH1-A1: Staff Report - Western Big Branch Area Plan: Encompassing Portions of the Friendship and New Hill Communities
- PH1-A2: Planning Board Report to Town Council - Western Big Branch Area Plan: Encompassing Portions of the Friendship and New Hill Communities





## STAFF REPORT

### Western Big Branch Area Plan Update

November 21, 2024 Town Council Meeting



In April 2023, the Town of Apex began work to develop the *Western Big Branch Area Plan: Encompassing Portions of the Friendship and New Hill Communities* (Plan). The Town Council will consider the Plan, hear comments from the public, and formulate a decision regarding Plan adoption. The Final Draft Plan is available on the project website at: <https://publicinput.com/i5237#tab-45671>. The Executive Summary is included as Attachment 1.

The purpose of the Plan is to update the 2045 Land Use Map and 2045 Transportation Plan in the study area to reflect community input, regional needs, and the latest available data. The study area, as shown in Figure 1, encompasses portions of the New Hill and Friendship communities and is located within the western Big Branch Basin watershed.

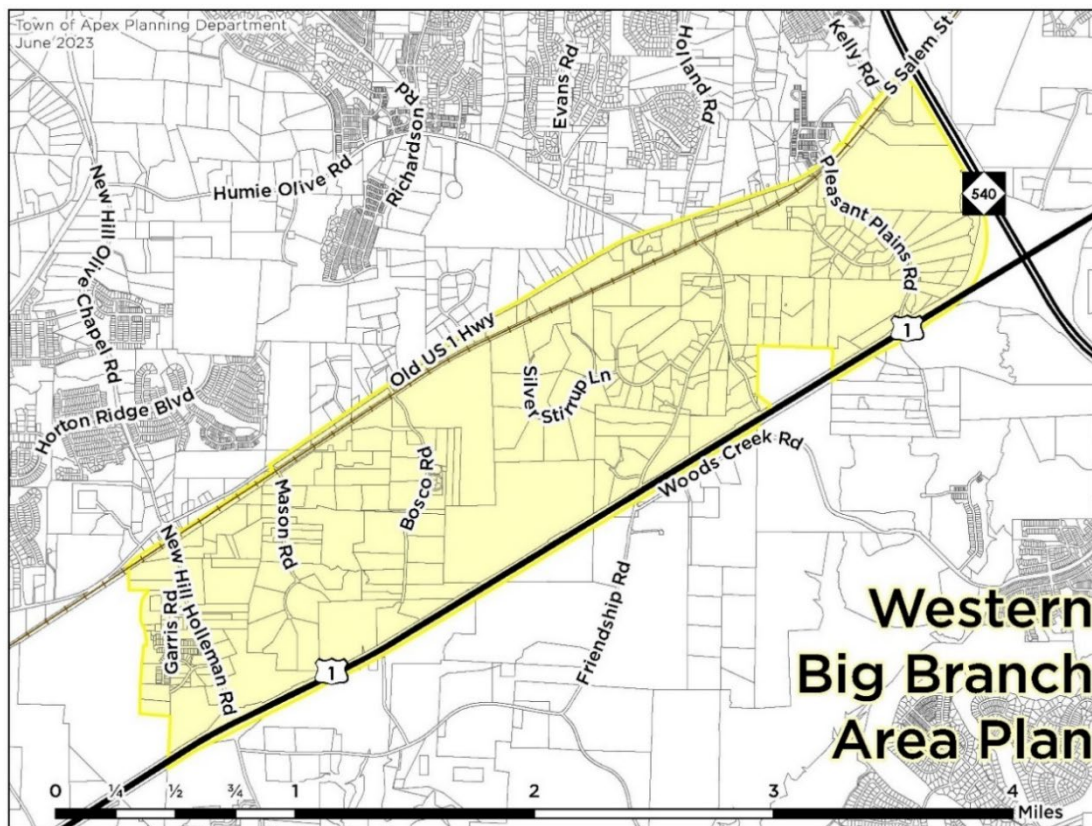


Figure 1. Study Area Map

## Plan Development

Plan development was led by the Town of Apex Planning Department and informed by a cross-departmental Project Team of Town staff, including representatives from: Police; Water Resources; Transportation, Infrastructure, and Development; Fire; Diversity, Equity, and Inclusion; Parks, Recreation, and Cultural Resources; and Community Development and Neighborhood Connections. Regional partners were consulted throughout the planning process. The plan recommendations were informed by public input gathered through meetings and online surveys. Additionally, the plan recommendations were informed by an analysis of existing



conditions, environmental features, development proposals, the Friendship Road Hot Spot Interchange Study, and the regional travel demand model.

## Community Engagement Process

Two sets of public meetings were held in August 2023 and March 2024, and online surveys were released throughout the planning process to gather input on: (1) the draft study area vision and goals, (2) three plan amendment scenarios and Additional Plan Recommendations, (3) the Draft Plan, and (4) the Revised Draft Plan. There was extensive public participation at the in-person meetings and in the first two online surveys. There was less participation in the online surveys for the Draft Plan and Revised Draft Plan. In general, the public expressed a desire to limit the density of residential development in the study area. It is a priority for the public to maintain the rural and agricultural character in the study area and to encourage agricultural business and agritourism when non-residential development occurs. Concerns were shared regarding traffic congestion along Friendship Road and Old US 1, but preferences to limit new connectivity were also expressed.

Project updates were provided to Planning Board and Town Council in September 2023 and May 2024. The September 2023 update included an introduction to the plan and a summary of input received during the two public meetings held in August 2023. The May 2024 update included a summary of public input on three possible plan scenarios received during the three public meetings held in March 2024 and through an online survey. Planning Board and Town Council members were also invited to participate in community engagement events and were notified when the Draft Plan and Revised Draft Plan were posted for review.

The Draft Plan was released on Tuesday, July 16<sup>th</sup> and an online comment form was open through Wednesday, August 7<sup>th</sup>. Comments received on the Draft Plan are summarized in Attachment 2. The Revised Draft Plan was released on Thursday, September 5<sup>th</sup> and an online comment form was open through Sunday, September 22<sup>nd</sup>. Comments received on the Revised Draft Plan are summarized in Attachment 2. The Final Draft Plan was posted for public review on October 3<sup>rd</sup>. Any comments on the Final Draft Plan will be shared by the public during the public hearing.

## Recommendations

The recommended amendments to the 2045 Transportation Plan and 2045 Land Use Map for the study area are shown in Figure 2. The Map IDs in Table 1 correspond with the labels on Figure 2. Table 1 includes a description and reasoning for each of the recommended plan amendments.

Overall, the Plan recommends the following changes to the adopted plans:

- Include low-intensity residential land uses, consistent with current conditions.
  - Primarily Rural Density Residential (1 unit per 5 acres) & Rural Transition Residential (1 unit per acre).
  - Where residential is recommended, lower densities than Wake County portions of study area.
- Anticipate limited roadway improvements due to land uses.
- Maintain future Richardson Road corridor as a key regional connection and economic development opportunity.
- Align Richardson Road/US 1 interchange consistent with regional Friendship Road Hot Spot Interchange Study, led by the Capital Area Metropolitan Planning Organization (CAMPO).
- Include revisions to the Context Areas map, consistent with plan amendment revisions.



# STAFF REPORT

## Western Big Branch Area Plan Update

November 21, 2024 Town Council Meeting

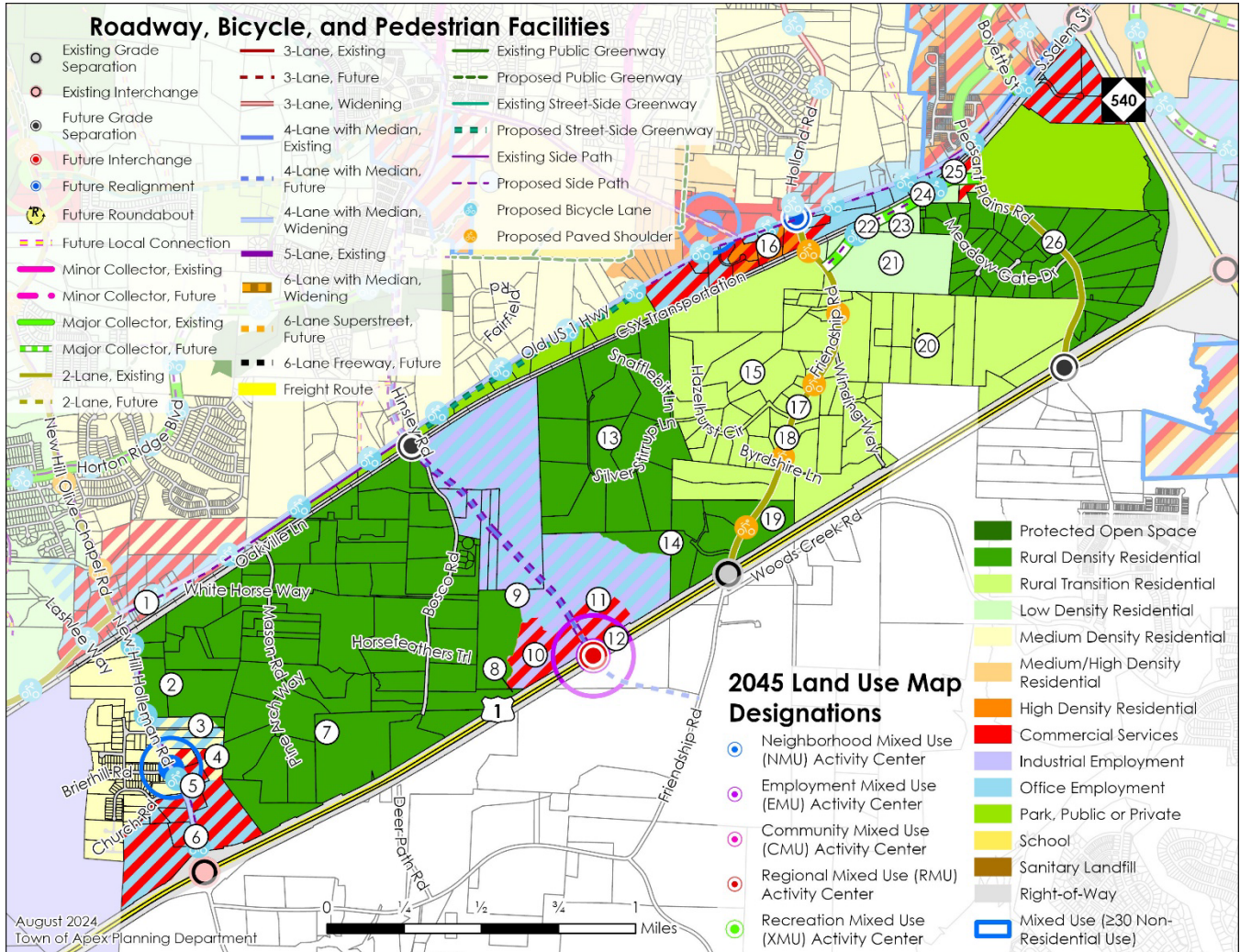


Figure 2. Recommended Plan Amendments

Table 1. Recommended Plan Amendments and Reasoning

Map ID	Plan Amendment	Reasoning
1	Add Proposed Side Path along the south side of Old US 1 from Richardson Road to New Hill Holleman Road (partially outside of the study area).	Proposed Street-Side Greenway currently ends along the south side of Old US 1 at the intersection with future Richardson Road. Public comments included requests for additional trails and greenway connections in the study area.
2	Change Low Density Residential and Office Employment designations to Rural Density Residential.	In response to property owner requests.

# STAFF REPORT

## Western Big Branch Area Plan Update

November 21, 2024 Town Council Meeting



Map ID	Plan Amendment	Reasoning
3	Change Low Density Residential and Office Employment designations to Medium Density Residential and Office Employment.	The west side of New Hill Holleman Road, south of Old US1, has been developed as Medium Density Residential.
4	Change Low Density Residential and Office Employment designations to Medium Density Residential and Commercial Services.	The New Hill Holleman/US 1 interchange is a major transportation corridor. Higher land use intensities are recommended as they can be supported by the surrounding land use designations and transportation access.
5	Re-center the Neighborhood Mixed Use Activity Center over the Brierhill Road intersection.	The intersection of New Hill Holleman Road and Brierhill Road is more suitable for a Neighborhood Mixed Use Activity Center given the transportation access as well as the surrounding Office Employment, Medium Density, and Commercial Services Land Use Map designations.
6	Change Proposed Paved Shoulder on New Hill Holleman Road to Proposed Bicycle Lanes.	New Hill Holleman Road is a popular route for cyclists as a connection between Old US 1, Friendship Road, and Shearon Harris Road.
7	Remove the Future Major Collector connecting New Hill Holleman Road to Bosco Road and Future Richardson Road.	The Rural Density Residential land use designation does not support construction of a Major Collector.
8	Change High Density Residential to Rural Density Residential.	The subject parcel is a Voluntary Agricultural District.
9	Change Rural Density Residential to Office Employment and Industrial Employment for the small portion of land that fronts Future Richardson Road.	This change established a consistent land use along the west side of Future Richardson Road.
10	Change High Density Residential to Commercial Services and Industrial Employment west of the Future Interchange.	In response to public comments against High Density Residential in the study area. Economic development opportunities are recommended along critical transportation corridors and near interchanges.
11	Change Commercial Services and Office Employment to Commercial Services and Industrial Employment east of the Future Interchange.	The likelihood and economic development benefits of Industrial Employment are greater than Office Employment at this location. Additionally, this change is in response to public comments from adjacent property owners in favor of Industrial Employment.
12	Update US 1/Richardson Road Future Interchange location, Future Richardson Road alignment, and Activity Center per Friendship Road Hot Spot Interchange Study.	The Friendship Road Hot Spot Interchange Study considered six alternative alignments of the US 1/Future Richardson Road interchange. The recommended alternative was selected as it avoids ramp conflicts with the Friendship Road bridge and accommodates the new access to the Amgen facility.

# STAFF REPORT

## Western Big Branch Area Plan Update

November 21, 2024 Town Council Meeting



Map ID	Plan Amendment	Reasoning
		Additionally, the recommended alternative includes the least right-of-way acquisition in comparison to the other alternatives.
13	Change Creeks Bend Farms properties from Low Density Residential to Rural Density Residential.	In response to public comments from property owners to change the land use designation to Rural Density Residential.
14	Change Kilcastle Farm properties from Medium Density Residential, and a portion north of the stream from Low Density Residential, to Rural Density Residential.	In response to public comments from property owners to change the land use designation to Rural Density Residential.
15	Change Medium Density Residential to Rural Transition Residential for parcels south of CSX Railroad and west of Friendship Road.	In response to public comments in support of Rural Transition Residential throughout the study area.
16	Change Commercial Services and Office Employment to High Density Residential and Commercial Services west of Friendship Road.	Public comments included interest in a small-scale downtown in the study area. This is the most suitable location for such development in the study area. High Density Residential is needed to support a small-scale downtown development style.
17	Lower classification of Friendship Road from a Future 4-Lane Median-Divided Thoroughfare to an Existing 2-Lane Thoroughfare.	Public comments included preservation of the rural character of the study area and a preference for Rural and Rural Transition Residential development. The recommended Rural Transition Residential (one unit per acre) along both sides of Friendship Road limits the opportunity for roadway improvements. In addition, the existing two-lane bridge over US 1 is a constraint to widening.
18	Change Proposed Bicycle Lanes on Friendship Road to Proposed Paved Shoulders.	In response to public comments in support of a bicycle facility along Friendship Road, a paved shoulder is included in the 2-Lane Rural Thoroughfare typical section. An image of this typical section is available in Figure 13 of the Plan. Due to the low-density land uses along most of Friendship Road, there are limited opportunities to change the width of Friendship Road from the current conditions. It is not expected the paved shoulder would be constructed as a stand-alone project but could be planned for with development that does occur. Roadways are typically constructed and improved through private development. Due to the limited development opportunities along Friendship Road, proposed bicycle lanes have been removed from Friendship Road.
19	Change Medium Density Residential to Rural Density Residential.	In response to public comment from the property owner to change the land use designation to Rural Density Residential.



## STAFF REPORT

### Western Big Branch Area Plan Update

November 21, 2024 Town Council Meeting



Map ID	Plan Amendment	Reasoning
20	Change Medium Density Residential to Rural Transition Residential for parcels not fronting CSX Railroad east of Friendship Road.	In response to public comments in support of Rural Transition Residential along Friendship Road.
21	Change Medium Density Residential to Low Density Residential for parcels fronting CSX Railroad.	Public comments were submitted in support of Rural Transition Residential in this area. The recommendation is to lower the Land Use classification to Low Density Residential to allow for construction of a critical east-west collector street to improve public access and emergency service access to Pleasant Park.
22	Remove Future Minor Collector and realign Future Major Collector (Friendship Collector) between Pleasant Plains Road and Friendship Road closer to CSX Railroad.	The Future Minor Collector was removed as the surrounding land uses do not support its construction. The Future Friendship Collector was realigned to follow the recommended Low Density Residential land use designation between Friendship Road and Pleasant Plains Road.
23	Add Proposed Bicycle Lanes along the Future Friendship Collector.	The Major Collector standard specification includes bicycle lanes. Additionally, Friendship Road is a popular route for road cyclists. This roadway will provide a direct connection to Pleasant Park.
24	Add Proposed Side Path along the Future Friendship Collector.	The Proposed Side Path provides a connection to Pleasant Park. The inclusion of side path along this collector will enhance bicycle and pedestrian access to the park.
25	Change Rural Density Residential to Low Density Residential and Commercial Services.	In response to property owner's request and to provide an opportunity for commercial use supported by visitors to Pleasant Park.
26	Remove Proposed Bicycle Lanes from Pleasant Plains Road.	Public comments included preservation of the rural character of the study area and a preference for Rural and Rural Transition Residential development. The recommended Rural Density Residential along both sides of Pleasant Plains Road limits the opportunity for roadway improvements, including widening for bicycle lanes.

A set of Additional Plan Recommendations, separate from the long-range plan amendments, are identified to implement the study area vision and goals. These recommendations are divided into five planning themes: Future Land Use, Transportation, Quality of Life, Environment, and History. A few key Additional Plan Recommendations include:

- Encourage agricultural business and agritourism.
- Encourage development of small-scale downtown near Humie Olive Road/Old US 1.
- Prepare a staff-recommended list of zoning conditions for rural areas for developers to consider.
- Study and potentially invest in turn lanes and a traffic signal at Friendship Road/Old US 1.
- Conduct a feasibility study to improve access to Pleasant Park.
- Review best practices and develop a policy to encourage the preservation of forested areas.

## STAFF REPORT

### Western Big Branch Area Plan Update

November 21, 2024 Town Council Meeting

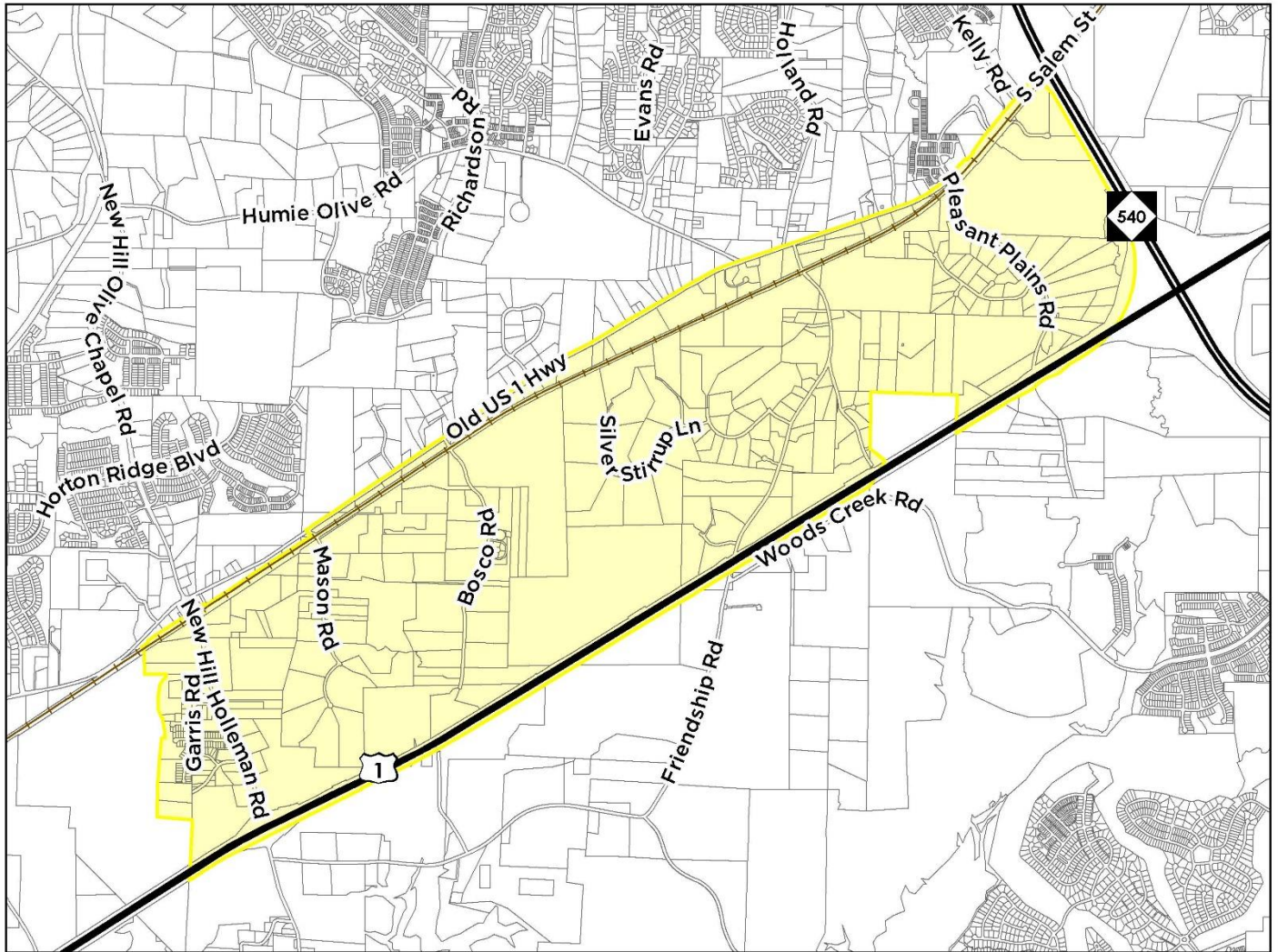


#### **Planning staff recommendation:**

Adopt of the Final Draft of the *Western Big Branch Area Plan: Encompassing Portions of the Friendship and New Hill Communities*.

#### **Planning Board recommendation:**

The Planning Board unanimously recommended adoption of the Final Draft of the *Western Big Branch Area Plan: Encompassing Portions of the Friendship and New Hill Communities* at their November 4, 2024 meeting.



Town of Apex

**Western Big Branch Area Plan:  
Encompassing Portions of the Friendship and  
New Hill Communities  
Final Draft Recommendations**

October 2024

Prepared by  
The Town of Apex Planning Department

## Executive Summary

### Purpose

The *Western Big Branch Area Plan: Encompassing Portions of the Friendship and New Hill Communities* (the Plan), documents recommended amendments to the Town of Apex 2045 Land Use Map and 2045 Transportation Plan for the area shown in Figure ES - 1.

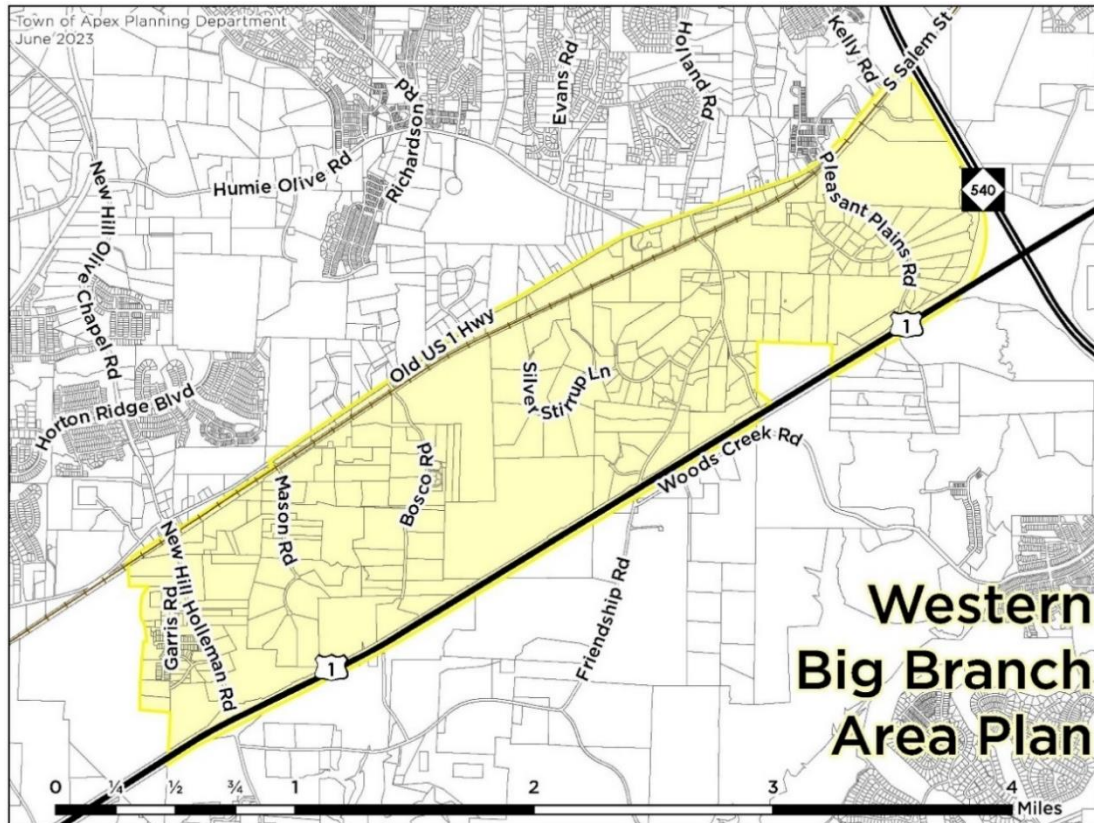


Figure ES - 1 Study Area

This plan was developed because:

- Substantial development has occurred around the study area, including in both Apex's and Holly Springs's current and future planning jurisdictions.
- Property owners and residents expressed concern about approved development and requested that they be included in the conversations regarding how future development might occur.
- The Big Branch Pump Station and Force Main project would make access to Town sewer services possible within the study area, increasing the potential for new development.

### Planning Process

The planning process began in April 2023. It was led by the Town of Apex Planning Department and informed by a cross-departmental Project Team of Town staff, including representatives from: Police; Water Resources; Transportation, Infrastructure, and Development; Fire; Diversity, Equity, and Inclusion; Parks, Recreation, and Cultural Resources; and Community Development and Neighborhood



Connections. Regional partners were consulted throughout the planning process. The plan recommendations were informed by public input gathered through meetings and online surveys. Additionally, the plan recommendations were informed by an analysis of existing conditions, environmental features, development proposals, the Friendship Road Hot Spot Interchange Study, and the regional travel demand model.

### Study Area Vision & Goals

The study area vision and goals were used to develop the proposed Land Use Map amendments, Transportation Plan amendments, and the Additional Plan Recommendations.

#### *Study Area Vision*

The *Western Big Branch Area Plan: Encompassing Portions of the Friendship and New Hill Communities* envisions a future where the rural residential and agricultural character of the study area is valued and actively protected, the unique history of the New Hill and Friendship communities is acknowledged and celebrated, new development is responsive to the needs of surrounding residents, and multimodal travel is safe and context sensitive.

#### *Study Area Goals*

1. Preserve rural residential land, agriculture, and open space
2. Maintain and enhance the tree canopy
3. Protect water resources
4. Honor the history of the Friendship and New Hill communities
5. Encourage development of a small-scale downtown near the intersection of Humie Olive Road and Old US 1
6. Encourage development of grocery/convenience offerings near the intersection of New Hill Holleman Road and US 1
7. Encourage economic development along the Richardson Road corridor south of Old US 1 and at the future Richardson Road/US 1 interchange
8. Improve the safety of area roadways for motorists, cyclists, and pedestrians
9. Mitigate the impact of surrounding development on existing roads
10. Provide trails, greenways, and trailheads

### Recommendations

Recommended amendments to the 2045 Transportation Plan and 2045 Land Use Map for the study area are shown in Figure ES - 2. Overall, the plan reflects a vision of low-intensity residential land uses, with a substantial portion of the study area designated as either Rural Density (one residential unit per five acres) or Rural Transition Residential (one residential unit per acre). This is a lower density than currently allowed in areas outside of the Town's extraterritorial jurisdiction with Wake County zoning designated as Residential-30 (maximum density of 1.45 dwelling units per acre) and will likely result in very limited redevelopment and annexation of these areas. Roadway improvements typically occur through private development and must have a rational nexus and rough proportionality to the development that occurs. Given the vision of low-intensity residential land uses and limited expectation of redevelopment, there are also limited opportunities for roadway improvements in residential areas. Study area residents should anticipate limited improvements to existing roads in residential areas and little connectivity. This may result in time periods of congestion on existing thoroughfares and at major intersections. Future construction of bicycle and pedestrian facilities will be limited to frontage

improvements for the extent of any new residential development. Standalone projects for bicycle and pedestrian facilities along existing roads would not be a high priority for limited local funds in Apex Corporate Limits and Wake County does not construct these facilities.

Non-residential and higher-intensity residential land uses are envisioned in limited areas along roadway corridors that are critical for regional mobility, including New Hill Holleman Road, the future Richardson Road extension, and Friendship Road north of the railroad tracks. These uses would support construction or improvement of these roadways and would provide an opportunity to address goals to provide some commercial opportunities and multi-modal travel opportunities in the study area. Additionally, collector streets are only shown only where connectivity is critical, and the land use designations would provide an opportunity for their construction.

A set of Additional Plan Recommendations, separate from the long-range plan amendments, are identified to implement the study area vision and goals. These recommendations are listed in Table ES - 1. These recommendations are divided into five planning themes: Future Land Use, Transportation, Quality of Life, Environment, and History.

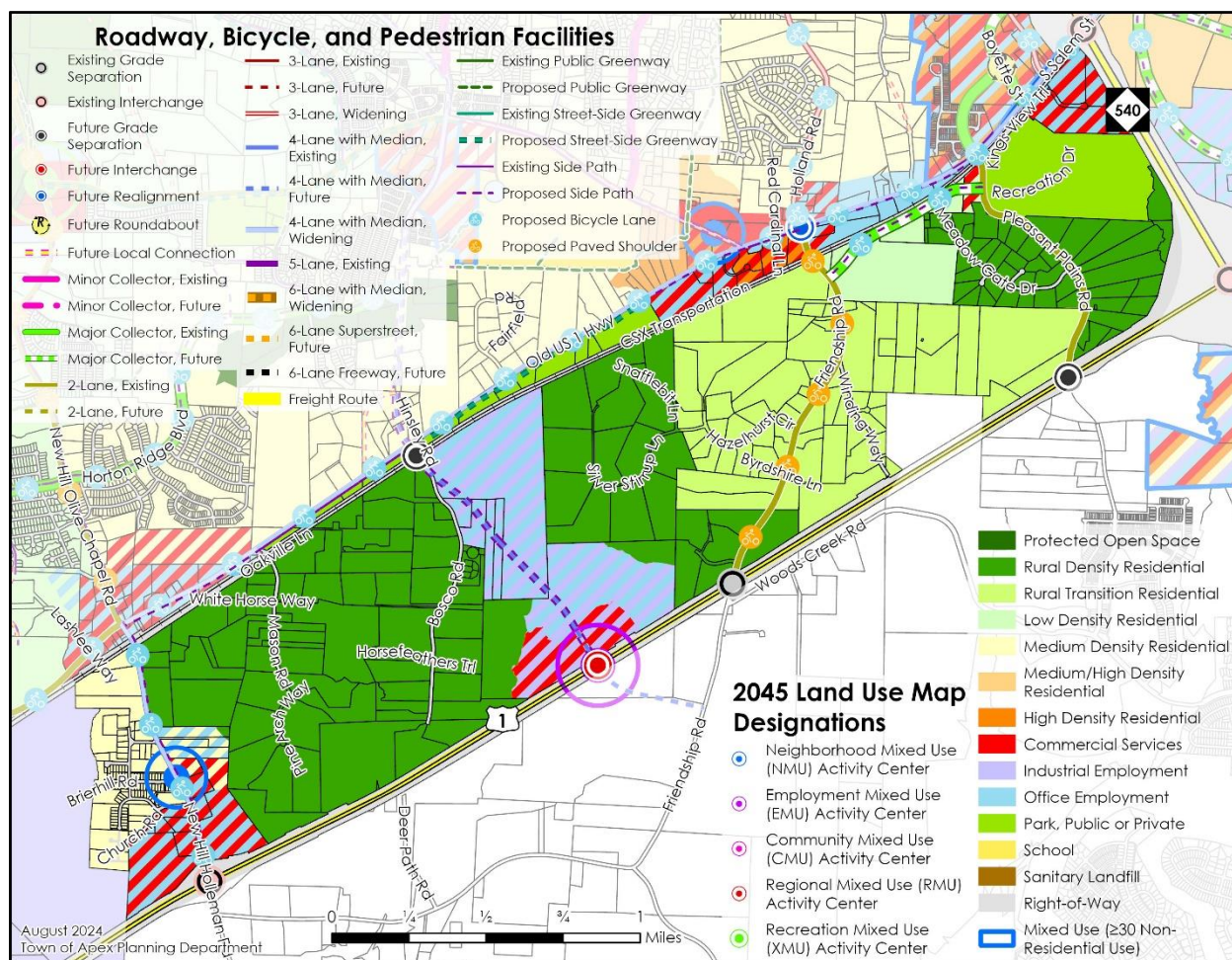


Figure ES - 2. Recommended Plan Amendments

Table ES - 1. Additional Plan Recommendations

Reference Number	Recommendation	Study Area Goal	Role Assignment	Code/ Policy	Program/ Study	Capital Project	Term
<b>1 Future Land Use</b>							
1A	Encourage development of a small-scale downtown near the intersection of Humie Olive Road and Old US 1.	5	Planning & Economic Development	X			Long
1B	Encourage development of grocery/convenience offerings near the intersection of New Hill Holleman Road and US 1.	6	Planning & Economic Development	X			Near
1C	Propose an amendment to the Unified Development Ordinance to allow the “Zoological garden” use and the “Greenhouse or nursery, wholesale” use by-right under the Planned Unit Development zoning district.	1	Planning	X			Near
1D	Prepare a staff-recommended list of possible zoning conditions for properties designated as Rural Density Residential, Rural Transition Residential, and Low Density Residential on the 2045 Land Use Map that would be provided to developers to consider proffering.	1, 2 & 4	Planning	X			Near

Reference Number	Recommendation	Study Area Goal	Role Assignment	Code/ Policy	Program/ Study	Capital Project	Term
<b>2 Transportation</b>							
2A	Study and potentially invest in turn lanes and a traffic signal at the intersection of Friendship Road and Old US 1.	8	Transportation and Infrastructure Development		X	X	Ongoing
2B	Conduct a feasibility study for a potential grade separation at either NC 540 or S Salem Street to improve vehicular, bicycle, and pedestrian access to Pleasant Park.	8	Planning, Transportation and Infrastructure Development, & Parks, Recreation, and Cultural Resources		X		Mid
2C	Coordinate with NCDOT on its annual resurfacing contract for opportunities to stripe bicycle lanes and/or provide bicycle signage within the study area.	8	Transportation and Infrastructure Development & Planning		X		Ongoing
2D	Coordinate with regional partners on transportation requirements for motorists, cyclists, and pedestrians associated with new development in the vicinity of the study area.	9	Transportation and Infrastructure Development & Planning		X		Ongoing
2E	Further explore a potential transit connection between downtown Apex and Pleasant Park.	8 & 9	Planning & Parks, Recreation, and Cultural Resources		X	X	Mid
<b>3 Quality of Life</b>							
3A	Encourage economic development along the Richardson Road corridor at the future	7	Economic Development	X			Long



Reference Number	Recommendation	Study Area Goal	Role Assignment	Code/ Policy	Program/ Study	Capital Project	Term
	Friendship Road/US 1 interchange.						
3B	Utilize the Town of Apex Affordable Housing Incentive Zoning Policy to encourage mixed housing options in the study area.	7	Community Development & Neighborhood Connections	X			Long
3C	Consider requests from area residents for involvement in Citizen Advisory Committees and Boards and determine strategies to engage area stakeholders.	1, 4 & 9	Town Clerk's Office	X			Mid
<b>4 Environment</b>							
4A	Review best practices and develop a policy to encourage the preservation of forested areas.	1 & 2	Planning	X			Near
4B	Coordinate with Wake County to allow Voluntary Agricultural Districts (VADs) and Enhanced Voluntary Agricultural Districts (EVADs) within the Apex corporate limits and ETJ.	1 & 3	Administration	X			Near
<b>5 History</b>							
5A	Encourage residents of the Friendship and New Hill communities to participate in the Town of Apex Historical Marker Program.	4	Planning		X		Near

## Attachment 2: Draft Plan & Revised Draft Plan Public Input Summary

### Draft Plan Public Comments

The Draft Plan was released on Tuesday, July 16<sup>th</sup> and an online comment form was open through Wednesday, August 7<sup>th</sup>. The following lists summarize the public input provided on the Additional Plan Recommendations, Transportation Plan amendments, and Land Use Plan amendments, included in the Draft Plan. The number in parenthesis at the end of each bullet point represents the number of times that comment was submitted. A full public input summary with staff responses is available on the project website at: <https://www.apexnc.org/DocumentCenter/View/48629/Appendix-F-Draft-Plan-Public-Input-Summary-and-Staff-Responses>.

#### Comments on Additional Plan Recommendations

- Support the community-proposed overlay district
- A policy to encourage the preservation of forested areas does not address other environmental issues (climate change, impervious surface, light pollution, etc.)
- Allow VADs and EVADs in Apex
- Provide a 50-foot buffer between VADs/EVADs and new development
- Concerned about traffic and safety at the intersection of Friendship Road and Old US 1
- Economic development along the future Richardson Road corridor and at the future interchange benefits the developer rather than the community

#### Location-Specific Transportation Comments

- Against the New Hill Loop Collector (3)
- Shift Richardson Rd further from Bosco Road and Hinsley Road (3) / Against Richardson Road alignment (1)
- Against the Future Friendship Collector (4)
- Provide bike lanes on Old US 1 (2)
- Provide bike lanes on Friendship Road (1)
- Remove 110' ROW along Friendship Road (1)

#### General Transportation Comments

- Support bike lanes and side path (1)
- Concerned about traffic congestion with new development given proximity to nuclear power plant (1)

#### Location-Specific Land Use Comments

- Change the Womble Circle area (New Hill Holleman Road properties adjacent to railroad tracks) to Rural Density Residential (2)
- Reconsider the Industrial Employment/Office Employment along Richardson Road (2)
- Against High Density Residential in the New Hill Plaza (1)
- Change Hazelhurst Circle to Rural Density Residential (1)
- Add Commercial Services to 3413 Pleasant Plains Road (1)

## Revisions Made to the Draft Plan

The following revisions were made to the Draft Plan based on the public comments provided.

### Land Use Map and Transportation Plan Amendment Recommendations

- Change properties listed below to Rural Density Residential.
  - 0 Womble Circle
  - 3521 Womble Circle
  - 3501 Womble Circle
  - 3529 Womble Circle
  - 2921 New Hill Holleman Road
  - 2917 New Hill Holleman Road
- Remove the New Hill Loop collector.
- Add Proposed Paved Shoulder to Friendship Road.
- Change 3413 Pleasant Plains Road to Low Density Residential and Commercial Services.

### Context Areas Map

- Change the context area designation from suburban to rural for the following properties, except along the New Hill Holleman Road frontage:
  - 0 Womble Circle
  - 3521 Womble Circle
  - 3501 Womble Circle
  - 3529 Womble Circle
  - 2921 New Hill Holleman Road
  - 2917 New Hill Holleman Road

### Additional Plan Recommendations

- Add the following recommendation:
  - Coordinate with Wake County to allow Voluntary Agricultural Districts (VADs) and Enhanced Voluntary Agricultural Districts (EVADs) within the Apex corporate limits and ETJ.

### Draft Plan Text

- Remove all references to Town water.
- Update Figure 6 to include all crash data in the study area from July 2019 – June 2024. Update summary of crash data based on this data.
  - NOTES:
    - Crashes along US 1 are not included in Figure 6 or in the data summary.
    - The Draft Plan only included crashes within the Apex Police Response Area.

### Appendices

- Add Appendix E. Spring 2024 Plan Amendment Scenarios Public Input Summary and Staff Responses.
- Add Appendix F. Draft Plan Public Input Summary and Staff Responses.

## Revised Draft Plan

The Revised Draft Plan was released on Thursday, September 5<sup>th</sup> and an online comment form was open through Sunday, September 22<sup>nd</sup>. The Revised Draft Plan reflected the changes listed above, under the Draft Plan Revisions section. Staff reviewed all additional public comments on the Revised Draft Plan and did not recommend any further changes based on the feedback received. A summary of the public input provided on the Revised Draft Plan is provided below. Staff responses to these comments are available on the project website at: <https://www.apexnc.org/DocumentCenter/View/48630/Appendix-G-Revised-Draft-Plan-Public-Input-Summary-and-Staff-Responses>.

- Against the Commercial Services land use designation at 3413 Pleasant Plains Road
- Concerned about the collector street from Pleasant Plains Road to Friendship Road.
- Has there been any consideration for a bridge to Tingen Road?
- The Richardson Road extension, while adjusted, is still affecting a number of properties. Consider other options.



**TOWN OF APEX**

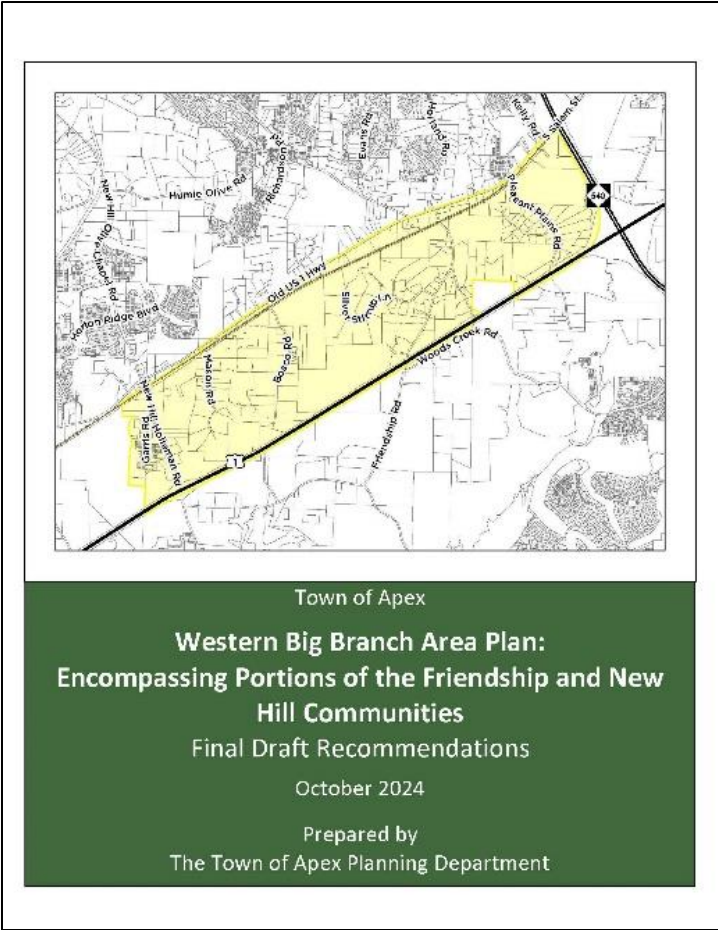
POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

**PUBLIC NOTIFICATION  
OF PUBLIC HEARINGS**

**WESTERN BIG BRANCH AREA PLAN:  
ENCOMPASSING PORTIONS OF THE  
FRIENDSHIP AND NEW HILL COMMUNITIES**

Pursuant to the provisions of North Carolina General Statutes §160A-601 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board and Town Council of the Town of Apex. The purpose of these hearings is to:

**Solicit comments relative to potential adoption of the *Town of Apex Western Big Branch Area Plan: Encompassing Portions of the Friendship and New Hill Communities (Plan)*, and the subsequent amendments reflecting Plan recommendations to the 2045 Transportation Plan and 2045 Land Use Map. Any remaining public comments should be made during the public hearings using the information below. The Final Draft Plan will not be further revised prior to the public hearings.**



**Public Hearing Location:** Apex Town Hall  
Council Chambers, 2nd Floor  
73 Hunter Street, Apex, North Carolina

*Separate comments must be provided for the two public hearings in the time frames specified below.*

**Planning Board Public Hearing Date and Time: November 4, 2024 4:30 PM**

You may attend the meeting in person or view the meeting through the Town’s YouTube livestream at: <https://www.youtube.com/c/townofapexgov>. If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the clerk of the Planning Board, Jeri Pederson (322 N Mason Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

**Town Council Public Hearing Date and Time: November 21, 2024 6:00 PM**

You may attend the meeting in person or view the meeting through the Town’s YouTube livestream at: <https://www.youtube.com/c/townofapexgov>. If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council members prior to their vote. Please include the Public Hearing name in the subject line.

All interested parties may be heard with respect to the Final Draft Plan. Call 919-249-3426, Planning Department, with questions or for further information. A copy of the *Town of Apex Final Draft Western Big Branch Area Plan: Encompassing Portions of the Friendship and New Hill Communities* is available at: [www.apexnc.org/wbbap](http://www.apexnc.org/wbbap).

Dianne F. Khin, AICP  
Director of Planning and Community Development



# PLANNING BOARD REPORT TO TOWN COUNCIL

## Long Range Plan Amendments

Planning Board Meeting Date: November 4, 2024



### Long range plan(s) proposed to be amended:

Western Big Branch Area Plan: Encompassing Portions of the Friendship and New Hill Communities

### Description of the proposed amendment(s):

This is a new small area plan intended to update the 2045 Land Use Map and 2045 Transportation Plan in the study area to reflect community input, regional needs, and the latest available data. The study area encompasses portions of the New Hill and Friendship communities and is located within the western Big Branch Basin watershed.

### Planning Board recommendation:

Motion: To recommend approval as presented.

Introduced by Planning Board member: Keith Braswell

Seconded by Planning Board member: Alyssa Byrd

☒ Approval of the proposed amendment(s) as presented

☐ Approval of the proposed amendment(s) with the following conditions or changes:

☐ Denial of the proposed amendment(s)

With 8 Planning Board member(s) voting "aye"

With 0 Planning Board member(s) voting "no"

### Reason(s) for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 4th day of November 2024.

Attest:

  
Tina Sherman, Planning Board Chair

  
Dianne Khin, Planning Director

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 21, 2024

## Item Details

Presenter(s): Eric Neumann, Director

Department(s): Electric Utilities

### Requested Motion

Receive information on the Town's Electric Utilities, discuss rate options, and provide direction to staff.

### Approval Recommended?

N/A

### Item Details

The November 19, 2024, Town Council Work Session did not include enough time to cover the Electric Utilities Rates discussion needed. The purpose of this agenda item is to receive information on the following items:

- Load Management Rates
- Time of Use Rates
- Possible Ordinance Revisions

### Attachments

- NB1-A1: PowerPoint Presentation – Electric Utilities Updates







◆ ELECTRICITIES of NC





November 21, 2024

## **Council Work Session**

Electric Rate and Load Management Program Updates



## AGENDA

### **Rate Policy**

- Time-of-Use Rate Implementation

### **Load Management**

- Load Management Program Changes
- Ordinance Update



# Time-of-Use Rate Implementation

## Overview

1. Effective means for the Town to reduce it's energy consumption during times of increased demand to the local grid (peak times).
2. Encourages customers to limit usage during on-peak times by offering a lower rates during off-peak times.
3. On-Peak rates typically occur from 6-9 a.m. during the winter and 6-9 p.m. during the summer.
4. In place at other Utility's in the area.



# How “On-Peak” Impacts the Town

- Definitions:
  - Demand: The peak amount of power(kW) used at a given time
  - Energy: The amount of power used over time (kWh)
  - Coincident Peak (CP): The highest average demand for the Town during the hour when the demand is greatest on Duke Energy's system each month
- The Town's power bill based on a both an energy charge and a CP Demand charge
  - Demand Charge \$22.20/kW
  - Energy Charge \$0.02514/kWh
- The Town's demand charge is between 50%-66% of the total bill(2-4M per month)

# TOU BENEFITS

- Helps reduce load on local and national grid reducing the need for energy providers to run additional power plants to keep up with demand.
- Saves the Town money on the monthly power bill.
- Helps reduce the cost to customer.
- Reduces the amount of reserve capacity needed by the Town's grid.



# Need for Time-of-Use Rate Implementation

- Impact of EV chargers
  - Large load
    - Level 1: 1.4 to 1.9 kW
    - Level 2: 2.5- ~19.2 kW (a 2.5 ton AC unit is ~2.4kW)
    - Level 3: 50kw+ (Commercial 3 phase applications)
  - Becoming more prevalent
- Time-of-Use will lessen impacts by adjusting behavior
  - Charging EV overnight, setting the delayed charge times found on most EV chargers
  - Washing and drying clothing outside of on-peak hours
  - Adjusting thermostats based on on-peak times
  - Preparing food outside of on-peak times



# Proposed Time-of-Use Rate Implementation

- Proposed rate times (to be verified after rate study)
  - Summer months 6-9 p.m.
  - Winter months 6-9 a.m.
- Time frame for implementation
  - After completion of AMI meter replacement (anticipated by December 2025)
- Commercial versus residential Implementation
  - Required for residential (optional for commercial)

# Time-of-Use Rates at other Utilities

## Duke Energy

- Offers non-TOU Rates and multiple TOU rate schedules. One includes notified "critical peak days" where on-peak rates increase 186%
- On-Peak Periods
  - Summer 6:00-9:00pm
  - Winter 6:00-9:00am
- Discount Periods
  - Summer 1:00-6:00am
  - Winter 1:00-3:00am, 11:00am-4:00pm
- Include Riders on most of their rate schedules which may change a customers bill (the example on the right has 8)

### TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 or 3 wires, or three-phase 4 wires, at Company's standard voltages of 240 volts or less.

### MONTHLY RATE

#### I. For Single-Phase Service:

A. Service used during the calendar months of May through September:

1. Basic Customer Charge:

\$14.00

B. Service used during the calendar months of October through April:

1. Basic Customer Charge:

\$14.00

NC First Revised Leaf No. 502

Effective for service rendered from October 1, 2024 through September 30, 2025

NCUC Docket No. E-2, Sub 1300, Order dated August 18, 2023

Page 1 of 3

Duke Energy Progress, LLC  
(North Carolina Only)

NC First Revised Leaf No. 502  
Superseding NC Original Leaf No. 502

2. kWh Energy Charge:

28.821¢ per On-Peak kWh

10.911¢ per Off-Peak kWh

7.105¢ per Discount kWh

2. kWh Energy Charge:

28.821¢ per On-Peak kWh

10.911¢ per Off-Peak kWh

7.105¢ per Discount kWh

### Minimum Bill

The minimum monthly charge shall be the Basic Customer Charge.

#### II. For Three-Phase Service:

The bill computed for single-phase service plus \$9.00.



# Time-of-Use Rates at other Utilities

## Fayetteville Public Works

- TOU Rate is the only available option to customers
- No "discount" period
- Lower rates with higher base charge

### MONTHLY RATE

<b>Basic Facilities Charge*</b>	
Single Phase Service Charge	\$23.00
Three Phase Service Charge	\$28.75
<b>Energy Charge</b>	
All kWh On-Peak Hours:	\$0.14042 per kWh
All kWh Off-Peak Hours:	\$0.09152 per kWh

### DEFINITION OF PEAK PERIODS

Peak period is defined as daily (excluding Saturdays, Sundays, and Holidays)

1. On-Peak Hours:  
Summer: (April-October) 3:00 PM to 7:00 PM  
Non-Summer: (November-March) 6:00 AM to 10:00 AM
2. Off-Peak Hours: All other hours other than On-Peak Hours.
3. All holiday and weekend hours are deemed to be Off-Peak Hours.

**POWER SUPPLY ADJUSTMENT (PSA)** All stated rates are subject to a monthly power supply adjustment (PSA).

**COAL ASH RIDER** As specified in the Service Regulations and Charges, a monthly surcharge to recover the portion of Duke Energy Progress' cost of cleaning up coal ash that is allocated to PWC.

Coal Ash Rider	\$2.00
----------------	--------

# Time-of-Use Rate Comparison with other Utilities

Utility	Base Charge	On-Peak Rate	Off-Peak Rate	Summer Peak Hours	Winter Peak Hours
Duke Energy	\$14.00	28.821¢ / kWh	10.911¢ / kWh*	6:00pm – 9:00pm	6:00am – 9:00am
Fayetteville PWC	\$23.00	14.042¢ / kWh	9.152¢ / kWh	3:00pm – 7:00pm	6:00am – 10:00am
Apex (not in use)**	\$26.50	23.45¢ / kWh	6.23¢ / kWh	1:00pm – 6:00pm	6:00am – 9:00am

\*Duke offers 7.105 ¢ / kWh rate during “discount hours” 1-6am in summer months, 1-3am and 11am to 4pm in winter months.

\*\*This is the old TOU rate that Apex has but is not offered. This rate includes 3 additional peak hours during the first fifteen days of shoulder months (April and October).

# Load Management

## Overview

1. Load management devices need to be upgraded if the program is to continue.
2. There are changes to the program's ordinance that should be implemented to increase efficiency and clarify the Town's requirements for the program.
3. The Load management program remains a viable and effective means for the Town to reduce its energy consumption during times of increased demand to the local grid.



# Load Management Program Summary

- Program helps reduce the Town's total electric usage during peak or high-demand hours
- Briefly cycles off the largest electric appliances in homes to reduce the aggregate usage
  - HVAC Unit heat pumps and compressors
  - Water Heaters
  - Heat Strips
- The Town has provided the Load Management switches for new construction since the programs inception
- Participation is optional
- Customers can select the level of participation for HVAC unit control
  - 25%
  - 50%
  - 100%
- Customers were given credits based on their level of participation

# Load Management Program Status

- Since the inception of the program in the mid 90's over 20,000 load management switches have been installed in the Town. The exact number is unknown due to loss of records over the decades.

- Number of switches currently Installed\*

LCR-2000 – ~3400 – Prior to 2006

LCR-2000 – 600 – 2004 to 2006

LCR-5000 – 4,254 – 2006 to June 2013

LCR-5600 – 14,296 – June 2013 to 2023

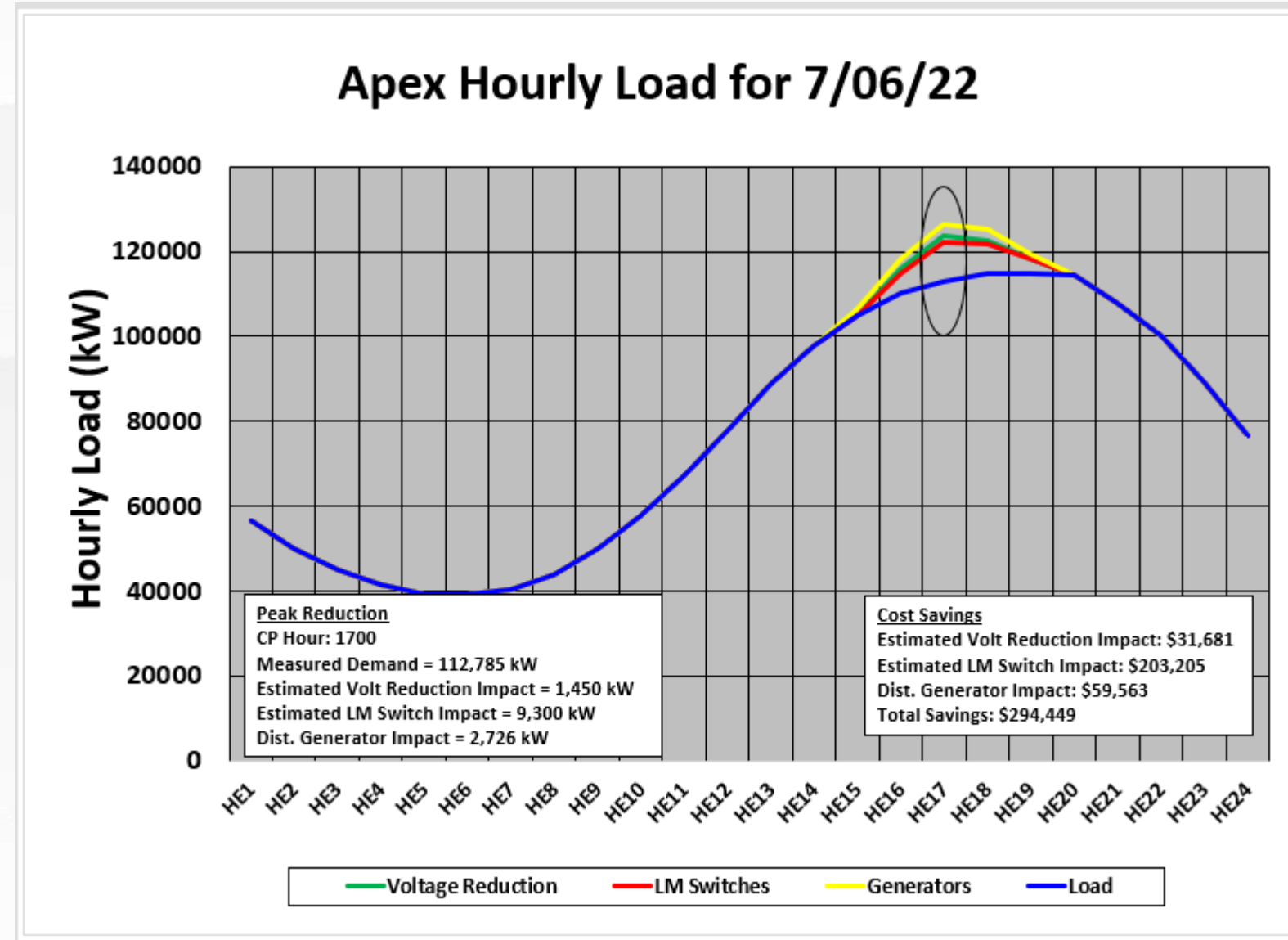
Total: 22,550

\*LCR-2000 quantities are assumed, all other quantities were provided by the Manufacturer from their records

It is estimated that only 40-50% of these switches are currently operational

# Load Management Program Savings


- Varies based on the month
  - Average \$200,000 per month
  - Higher during the summer when there is more demand
- ElectriCities estimated savings to be \$1.8 million in 2022
- Estimated \$2.45 million/year with new system
- Annual Costs (new system)
  - Hosting costs \$25,000
  - Cellular cost \$1.00/device
  - Costs have 4% yearly escalation







# Load Management Switch Degradation

- LCR 2000 models have been non-operational for a number of years because they were based on radio frequency technology, which has been abandoned
  - The LCR 5000 and 5600 devices utilize paging signals that are slowly losing coverage as the technology is being obsolesced
  - HVAC technician often bypass the switches when diagnosing problems and never reconnect the switch
  - Age, some existing switches have been in service for 25+ years
- 

# New Load Management Switch

- Has two-way communications allowing the utility to monitor the devices status and confirm functionality
- Will decrease the number of bypassed switches on the system
- Will be easier to maintain and can send trouble alarms
- Pay off time is 4 -6 years
- Life expectance 15-20 years





# Load Management Proposed Ordinance/Administration Changes

- Remove credits for those participating the program
- Incentivize participation in the program by having a higher rate for those who choose not to participate
- Removal of the 50 and 100% participation level options (only 25% control will be used)
  - Few residents choose these participation levels, and their removal will simplify billing and system management
- Clarification of the customer's responsibility to maintain building wiring
- Requirement of installation of load management devices on new construction and permits over \$10,000

## Load Management Proposed Infrastructure Upgrades (CIP Projects)

	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30
Professional Services	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000
Equipment	\$965,000	\$965,000	\$965,000	\$965,000	\$965,000
Totals	\$1,565,000	\$1,565,000	\$1,565,000	\$1,565,000	\$1,565,000

### CIP Project Main points:

- The majority of the LCR 2000s are to be replaced in FY 25-26, subsequent years will replace the remaining LCR 5000 & LCR 5600s
- Number of replacements per year (~5000) and costs will be adjusted as the projects progress
- Cost of Professional services is estimated based on current labor rate averages, and the assumed 5,000 device
- Service contract could be extended to help maintain the system yearly to lesson the need for additional town personnel

Thank you

# Strategic Goal Icons

The icons below can be used to illustrate a connection between your content and our five strategic goals



A Welcoming  
Community



High Performing  
Government



Environmental  
Leadership



Responsible  
Development



Economic  
Vitality

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION  
Meeting Date: November 21, 2024

## Item Details

Presenter(s): Randy Vosburg, Town Manager

Department(s): Town Manager's Office

### Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(1) to consider information that is confidential under North Carolina General Statutes § 132-1.4 and 132-1.6.

### Approval Recommended?

Yes

### Item Details

#### **NCGS § 143-318.11(a)(1)**

"To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes."

### Attachments

- N/A



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION  
Meeting Date: November 21, 2024

## Item Details

Presenter(s): Laurie Hohe, Town Attorney

Department(s): Legal Services

### Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(3) to consult with the Town Attorney to preserve attorney-client privilege.

### Approval Recommended?

Yes

### Item Details

#### **NCGS § 143-318.11(a)(3)**

""To consult with an attorney employed or retained by the public body in order to preserve the attorney client privilege between the attorney and the public body."

### Attachments

- N/A



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION  
Meeting Date: November 12, 2024

## Item Details

Presenter(s): Mayor Jacques K. Gilbert

Department(s): Governing Body

### Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(6) to consider a personnel matter.

### Approval Recommended?

N/A

### Item Details

#### **NCGS § 143-318.11(a)(6)**

"To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee"

### Attachments

- N/A



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION  
Meeting Date: November 12, 2024

## Item Details

Presenter(s): Mayor Jacques K. Gilbert

Department(s): Governing Body

### Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(6) to consider a personnel matter.

### Approval Recommended?

N/A

### Item Details

#### **NCGS § 143-318.11(a)(6)**

"To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee"

### Attachments

- N/A





# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION  
Meeting Date: November 12, 2024

## Item Details

Presenter(s): Mayor Jacques K. Gilbert

Department(s): Governing Body

### Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(6) to consider a personnel matter.

### Approval Recommended?

N/A

### Item Details

#### **NCGS § 143-318.11(a)(6)**

"To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee"

### Attachments

- N/A

