



THIS CONTRACT is hereby made, entered into, and effective as of September 01, 2025, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and Schneider Geospatial, LLC, hereinafter referred to as the “CONTRACTOR,” and also collectively referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the CONTRACTOR and the CONTRACTOR agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.

WHEREAS, the COUNTY is in need of Online Appeals Filing Management System, and

WHEREAS, the CONTRACTOR has submitted a proposal to provide such goods and/or services.

NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:

- 1. GOODS AND/OR SERVICES.** CONTRACTOR will provide the goods and/or services as set forth in the Professional Services Agreement (Attachment A), attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the CONTRACTOR'S Professional Services Agreement (“PSA”) (including items incorporated therein) (Attachment A) and/or the first five (5) pages of the Contract, the first five (5) pages of the Contract shall prevail and control.
- 2. PAYMENT AND PRICING.** As full compensation for the CONTRACTOR’S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out herein and in Attachment A, which is attached hereto and incorporated herein by reference. Payment will be made by the COUNTY to CONTRACTOR within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract. CONTRACTOR'S late fees and collection costs set out in the PSA do not apply to this Agreement.
- 3. NOT TO EXCEED CONTRACT.** The maximum financial exposure to the COUNTY under this Contract will not exceed \$231,483.00, and in any event, payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter 159.
- 4. APPROPRIATION.** This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §159-13. COUNTY’s Tax Director shall exercise reasonable efforts to request or obtain any necessary approvals for the appropriation of funds, as required by law.
- 5. TERM.** Unless terminated as provided herein, this Contract shall be in effect for Three (3) years, beginning September 01, 2025, and ending August 31, 2028, (the “Initial Term”), with the option to extend for three (3) one-year renewals (each, the “Renewal Term”) at the pricing and terms and conditions

set forth in Attachment A (the PSA), subject to the first five (5) pages of this Contract as provided in Section 1 above, each upon mutual written agreement of both Parties.

6. AMENDMENTS. The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

7. TERMINATION.

TERMINATION WITHOUT CAUSE.

COUNTY may terminate this Contract without cause or penalty upon serving a Thirty (30) day written notice to the CONTRACTOR. Subject to this Contract's provisions regarding breach, all goods and/or services provided and accepted as of the date of termination will be paid; similarly, amounts paid in advance, if any, for which deliverables have not been provided and accepted by COUNTY will be promptly refunded to COUNTY by CONTRACTOR within thirty (30) days of date of termination of this Contract.

TERMINATION FOR CAUSE.

If, through any cause, the CONTRACTOR shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the CONTRACTOR under this contract shall, at the option of the COUNTY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of this Agreement, and the COUNTY may withhold any payment due the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined. In case of default by the CONTRACTOR, without limiting any other remedies for breach available to it, the COUNTY may procure the contracts services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the CONTRACTOR shall be an act of default under this Contract.

8. BREACH. If, through any cause, CONTRACTOR or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to the right to terminate the Contract upon notice to the breaching party, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to CONTRACTOR) and/or procure the contracted for services or goods from other sources and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

9. EQUAL EMPLOYMENT OPPORTUNITIES. GUILFORD COUNTY and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and shall ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information

Nondiscrimination Act of 2008, the State of North Carolina Equal Employment Opportunity Policy rev. April 2019, along with all other applicable federal and state laws governing equal employment opportunities.

10. FEDERAL FUNDING – UNIFORM GUIDANCE. The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS’ regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

11. NOTICES. All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Michael Halford, Guilford County Manager
GUILFORD COUNTY
P.O. Box 3427 (zip code 27402)
301 West Market Street
Greensboro, NC 27401

Jeff Corns, President
Schneider Geospatial LLC
8901 Otis Ave., Suite 300
Indianapolis, IN 46216

12. INDEPENDENT CONTRACTOR/INDEMNIFICATION CONTRACTOR shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

13. ASSUMPTION. If CONTRACTOR should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, CONTRACTOR must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, CONTRACTOR will submit the name and address of the

assuming CONTRACTOR'S registered agent for service of process and/or all notices required under this Contract.

14. SEVERABILITY. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

15. FORCE MAJEURE. Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes CONTRACTOR from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to CONTRACTOR.

16. HEADINGS/TITLES/WORDING. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

17. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENTS.

WORKERS COMPENSATION: CONTRACTOR agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with at least a \$1,000,000.00 aggregate policy limit.

COMMERCIAL PROFESSIONAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

BUSINESS AUTO LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

COMMERCIAL GENERAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS: All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on CONTRACTOR insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by CONTRACTOR and GUILFORD COUNTY.

MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION: CONTRACTOR original insurance policies or certified copies of policies may be required by COUNTY at

any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the COUNTY at the above address thirty (30) days prior to any expiration date.

Upon the COUNTY'S offer of award of this Agreement, CONTRACTOR will provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." CONTRACTOR will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY

Attention: Risk Management

301 West Market Street

Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. **90007385**

With CONTRACTOR'S NAME: Schneider Geospatial LLC

In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract without notice.

18. ENTIRE AGREEMENT. This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

19. JURISDICTION. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

20. ASSIGNMENT. CONTRACTOR may not assign any of its rights or duties under this Agreement without COUNTY's written consent, which consent shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, prior consent shall not be required in the event of an assignment caused by a sale, merger, or corporate reorganization of CONTRACTOR; provided, that CONTRACTOR shall notify the COUNTY of any such assignment in accordance with Paragraph 13 of the Contract.

21. COUNTY DATA. CONTRACTOR may use and disclose COUNTY's Raw Data and Computer Files that contain COUNTY'S Raw Data or information derived therefrom only for the purpose of providing the goods and services to COUNTY contracted for under this Agreement unless it obtains COUNTY's written permission for another use or disclosure.

(The remainder of this page is intentionally left blank.
This Contract continues with signatures on the following page.)

Ben Chavis
Guilford County Department Director / Designee



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Guilford County Government**, whose place of business is: 400 West Market Street, Greensboro, NC 27401 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. Appeals Pro

Appeals Pro provides an online Appeals Filing Management System and Online Meeting Scheduler that allows the citizen to submit their appeal online. Appeals engages with the appellant to ensure the details are correct and they understand the process. Appeals can schedule and manage informational meetings between the Assessor's office and property owners to explain or discuss the values and to address any concerns. If the property owner still wishes to start the appeals process, Appeals will guide them through the process, including reviewing comparable sales in their neighborhood or attaching supplementary evidence. In addition, Appeals Pro provides a complete environment to receive, process, manage and report on every aspect of the appeals lifecycle including communications, document management, workflow and workload. All aspects of the appeal, such as updates, data changes, and status are reported via a tiered dashboard that offers real time summary information. Product functionality shall include the following:

a. Online Appeal Submission Portal (Public)

- i. **Open Access** – user access is obtained through a web browser using a public url that is shared by CLIENT with their citizens. There is no login required.
- ii. **Subject Property Search** – the Subject Property is quickly searchable via a dynamic search that can search across multiple identification categories including but not limited to Street Address, Parcel No. or Account No. etc.
- iii. **Step-by-Step Wizard** – user is guided through the appeal process in a simple step-by-step process to gather all relevant details.
- iv. **Agent Authorization** – users filing an appeal on behalf of a property owner are required to download and submit their authorization/power of attorney.
- v. **Comparable Sales** – Comparer is integrated directly into the workflow so that users can quickly and easily review market sales and include these as supporting evidence with their appeal.
- vi. **Estimation & Reason** – users are required to provide their opinion of value as well as the reason for their appeal.
- vii. **Upload Documentation** – user is able to upload additional documentation in support of their appeal.
- viii. **Communication** – upon submission, the filer receives an email confirming successful receipt of their appeal.
- ix. **Dual Level Appeal Windows** – ability to manage both Assessor level and CBOE level appeals within the same system and where appeals can be escalated from the first to the second level.
- x. **Meetings** – the Meetings module can be enable to allow the public to schedule informal informational meetings with the office before deciding to file a formal appeal.

b. **End-to-End Appeal Management (Internal Use)**

Appeals Pro provides the Assessor's team with the ability to manage the internal workflow of an appeal from submission to settlement.

- i. **Secure Access** – access to the appeals management is obtained through a web browser using individual login credentials.
- ii. **Dashboard & Overview** – up-to-date analytics of the current or prior year appeal seasons are displayed in a dashboard for quick access and easy reporting.
- iii. **Workflow Tracking** – progress of appeals can be easily monitored as they are moved through sequential Phases.
- iv. **Labels** – provide an additional layer of flexibility to the Assessor, allowing them to customize smaller internal processes or tag specific groups of appeals.
- v. **Search & Filters** – individual appeals or groups of appeals can be located using a combination of search terms and filters.
- vi. **Assign to staff** – appeals can be assigned to individual appraisers. Administrators can monitor workload of all appraisers and re-assign if necessary.
- vii. **Recommendations** – after reviewing an appeal, staff can make and record a recommendation of value which is assigned to an Administrator for approval.
- viii. **Mass Action** – certain actions can be performed in bulk such as issuing notifications, approving appraiser recommendations or scheduling hearings.
- ix. **Meeting/Hearing Scheduling** – create time slots, block out dates and manage all formal scheduled hearings.
- x. **Record Decisions** – take notes and record the decision of hearing officers/board members during a hearing.
- xi. **Communication** – as an appeal moves through different Phases, the filer is notified of key milestones such as notice of determination including the option to escalate an appeal, hearing scheduling and board decisions.
- xii. **Export Data** – appeal and hearing data can be exported in csv and txt format including any uploaded and system-generated documentation.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 **Payment for Services.**

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. **Product/Service**

a. **One-time Setup Cost:** **\$18,500**

Setup items:

AppealsPro Setup: Included

b. **Annual Hosting:** **\$67,560**

Hosting items:

Appeals Pro: Included

Payment Schedule

Year 1	September 1, 2025 – August 31, 2026: (Setup: \$18,500 Hosting: \$67,560)	\$86,060
Year 2	September 1, 2026 – August 31, 2027:	\$70,938
Year 3	September 1, 2027 – August 31, 2028:	\$74,485

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, a pro-rated portion (based on the fraction of the initial term not completed as of the date of termination) of any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement may be renewed as provided in Section 5. Term on pages 1-2.. If, for any reason, this Agreement is terminated prior to the end of a term, *a pro-rated portion (based on the fraction of the initial term not completed as of the date of termination) of any waived or discounted fees or specified promotional items* provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

5 Additional Data Hosting. PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

8 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through June 30th 2025.

PROFESSIONAL:

Schneider Geospatial, LLC

By:  _____

Print: Jeff Corns, GISP

Title: President & CEO

Date: 7/1/2025

CLIENT:

Guilford County Government

By: _____

Print: Victor Isler

Title: Guilford County Manager

Date: _____