

RICHLAND COUNTY

REGULAR SESSION

AGENDA



TUESDAY OCTOBER 04, 2022

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2021-2022



Deirek Pugh
District 2



Bill Malinowski
District 1



Overture Walker
District 8
Chair



Gretchen Barron
District 7



Yvonne McBride
District 3



Paul Livingston
District 4



Allison Terracio
District 5



Joe Walker, III
District 6



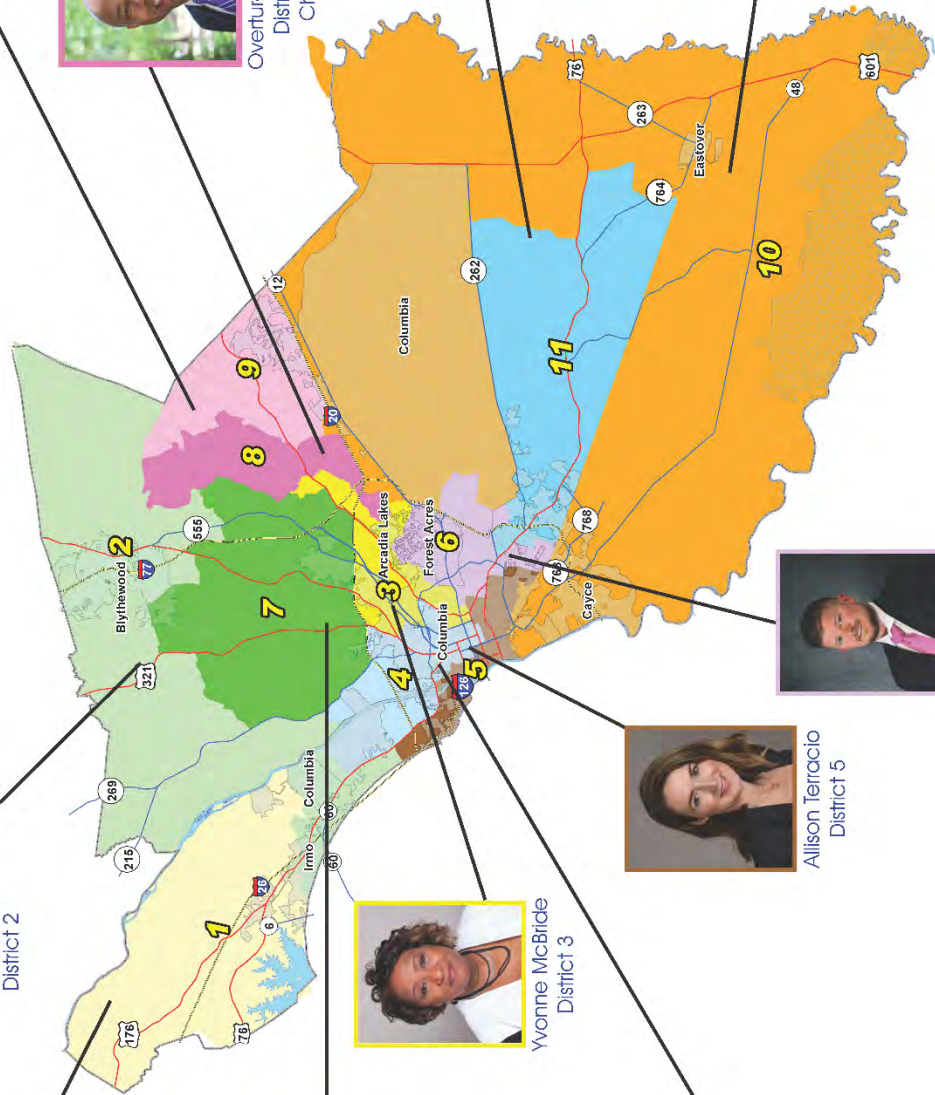
Chakisse Newton
District 11



Cheryl English
District 10



Jessica Mackey
District 9
Vice Chair





**Richland County
Regular Session**

AGENDA

October 04, 2022 06:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER**

The Honorable Overture Walker,
Chair Richland County Council

 - a. ROLL CALL
2. **INVOCATION**

The Honorable Joe Walker
3. **PLEDGE OF ALLEGIANCE**

The Honorable Joe Walker
4. **PRESENTATION OF PROCLAMATIONS**
 - a. Community Planning Month Proclamation

The Honorable Chakisse Newton
The Honorable Bill Malinowski
The Honorable Gretchen Barron
The Honorable Yvonne McBride
The Honorable Jessica Mackey
 - b. "Catch the COMET Month" Proclamation

The Honorable Allison Terracio
The Honorable Overture Walker
5. **APPROVAL OF MINUTES**

The Honorable Overture Walker

 - a. Regular Session: September 20, 2022 [PAGES 12-19]
 - b. Zoning Public Hearing: September 27, 2022
[PAGES 20-31]

The Honorable Overture Walker
6. **ADOPTION OF AGENDA**
7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

Patrick Wright,
County Attorney

After Council returns to open session, council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.

- a. Budget Process and Council Compensation

- b. Allen University Property Request - 1741 Cushman Drive, Columbia, SC 29203
- c. Green Street Phase II
- d. Information Technology – Enterprise Resource Planning Software

8. CITIZEN'S INPUT

The Honorable Overture Walker

- a. For Items on the Agenda Not Requiring a Public Hearing

9. CITIZEN'S INPUT

The Honorable Overture Walker

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time.)

10. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. Coronavirus Update
- b. Other Updates

11. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk of Council

12. REPORT OF THE CHAIR

The Honorable Overture Walker

13. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Overture Walker

- a. An Ordinance authorizing several easements to Dominion Energy South Carolina, Inc. for the transportation of gas, oil petroleum products, or any other liquids, gases, or substances which can be transported through a pipe line; located on property owned by Richland County along Clemson Road; and as is more fully described herein
- b. Authorizing the expansion of the boundaries of an industrial park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to SE Forest Acres LLC, a company previously identified as Project Bulldog; and other related matters

- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Bullstreet Apartments, LLC, a company previously identified as Project Framework; and other related matters

14. APPROVAL OF CONSENT ITEMS

The Honorable Overture Walker

- a. 22-007MA
Lucky Detty
RM-HD to OI (.231 Acres)
116 Beatty Downs Road
TMS# R06106-01-039 [SECOND READING]
[PAGES 32-33]
- b. 22-006MA
Jared Munneke
GC/M-1/RU/RM-HD to RM-HD (74.28 Acres)
End of Idlewilde Boulevard and Barnes Street
TMS# R11111-01-02, 54 & 55, R11114-01-02 & 13
[SECOND READING] **[PAGES 34-35]**
- c. Community Planning & Development – Conservation –
Historic Columbia Heritage Tourism Marketing Plan
[PAGES 36-41]

The Honorable Overture Walker

15. THIRD READING ITEMS

- a. Authorizing the expansion of the boundaries of an industrial park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to SE Forest Acres LLC, a company previously identified as Project Bulldog; and other related matters
[PAGES 42-64]
- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Bullstreet Apartments, LLC, a company previously identified as Project Framework; and other related matters **[PAGES 65-88]**
- c. An Ordinance authorizing several easements to Dominion Energy South Carolina, Inc. for the transportation of gas, oil petroleum products, or any other liquids, gases, or substances which can be transported through a pipe line; located on property owned by Richland County along

Clemson Road; and as is more fully described herein
[PAGES 89-112]

- d. An Ordinance authorizing the levying of ad valorem property taxes which together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2022 will provide sufficient revenues for the operation of Richland County Government during the period from July 1, 2022 through June 30, 2023
[PAGES 113-124]

16. REPORT OF ADMINISTRATION & FINANCE COMMITTEE

The Honorable Bill Malinowski

- a. Information Technology – Enterprise Resource Planning Software [PAGES 125-301]

17. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Developing a multi-county park with Fairfield County; authorizing the execution and delivery of an agreement governing the multi-county park; authorizing the inclusion of certain property located in Richland County in the multi-county park; authorizing the execution of an intergovernmental agreement; and other related matters [FIRST READING] [PAGES 302-327]

18. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Gretchen Barron

a. NOTIFICATION OF APPOINTMENTS

1. Hospitality Tax Committee - Two (2) Vacancies (ONE applicant must be from the Restaurant Industry)
 - a. Tanya Rodriguez-Hodges
2. Transportation Penny Advisory Committee - Three (3) Vacancies
 - a. Christine Keefer
3. Building Codes Board of Appeals - Nine (9) Vacancies (ONE applicant must be from the Architecture Industry, ONE from the Gas Industry, ONE from the Building Industry, ONE from the Contracting Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, ONE applicant must be from the Electrical Industry, ONE applicant must be from the Engineering Industry and TWO from the Fire Industry, as alternates)
 - a. Julius Givens (Applicant also applied for the Board of Zoning Appeals)

4. Employee Grievance - Three (3) Vacancies
 - a. Susan Hairston-Hunt
 - b. Tara Smith
 - c. Betty Etheredge
 - d. Sheron Harris (Applicant also applied for Community Relations Council and Music Festival)
5. Business Service Center - Four (4) Vacancies (ONE applicant must be from the Business Industry, ONE applicant must be an Attorney and TWO applicants must be CPAs)
 - a. Ruth Nagee (**Applicant also applied for the Music Festival)
 - b. Quadrey Reeves (**Applicant also applied for Community Relations Council and Richland Memorial Hospital Board)
 - c. Hugh Harmon
6. Board of Assessment Appeals - One (1) Vacancy
 - a. Tasha Thompson (**Applicant also applied for Board of Zoning Appeals)
 - b. Alexander Alderman

19. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Jesica Mackey

- a. Dirt Road Package N – Award of Contract [PAGES 328-334]
- b. Resurfacing Package S – Award of Contract [PAGES 335-342]
- c. Wetland Credit Sales [PAGES 343-349]
- d. Bull St/Elmwood Avenue Intersection – Award of Contract [PAGES 350-358]

20. OTHER ITEMS

The Honorable Overture Walker

- a. Allen University Property Request – 1741 Cushman Drive, Columbia, SC 29203
- b. FY23 - District 7 Hospitality Tax Allocations [PAGES 359-360]
 1. Talented Tenth - \$5,000
 2. Junior League of Columbia - \$20,000

- 3. Broad River Business Alliance - \$5,000
- 4. Aja Wilson Foundation - \$5,000

- c. A Resolution to appoint and commission Victor Andre Flemming as a Code Enforcement Officer for the proper security, general welfare and convenience of Richland County [PAGES 361]

21. EXECUTIVE SESSION

Patrick Wright,
County Attorney

After Council returns to open session, council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.

22. MOTION PERIOD

The Honorable Bill Malinowski

- a. In order to achieve the purposes in Section 6-29-710 of Richland County Zoning Ordinance; purposes (attached), County Council must continue to have the ability to review rezoning requests on a case by case basis, and not by arbitrarily creating a Land Development Code (LDC) that removes such authority from Council by creating zoning that allows widespread densities.
Creating a totally new LDC is a drastic action and should not be considered until a full review of the 2005 Comprehensive Plan (CP) is completed to determine what changes may need to be made. Prior to any changes those involved must educate themselves in order to make informed decisions and not a "hurry and get it done" method.
Richland County's CP was adopted several years ago, and currently 9 of 11 Council Members and 8 of 9 Planning Commission members were not here when the previous CP was created.
There is concern the the recently adopted LDC does not align with what current Council members want, and public comments made in response to the new LDC have been overwhelmingly negative.
FEMA/DHEC/EPA recently provided a \$200,000 grant for a study to help neighborhoods (especially low income) prepare to respond to, and recover from, disasters like hurricanes, floods, chemicals releases, etc. The study area in Lower Richland has a propensity for flooding, will take place November 4-5, 2022, and provide important information. Implementation of high density zoning and multiplex's as proposed by the new LDC will put that area at even greater risk for disaster and make the information gathered of no help to residents in the area.

The entire county is also hinging on the results which could be jeopardized by the negative effect of the increased densities recommended in the new LDC.

There needs to be critical information on many items the county's consultant did not provide with their recommended LDC. Much of that information was requested in motions previously made but not yet acted on by the Planning Commission. Without the carrying capacity studies previously requested we don't know how many more water lines, sewage plants, police, fire, nor how much more flood control measures will be needed, nor the cost to the County and ultimately to the taxpayer.

Richland County, in partnership with USC and NOAA, is currently conducting a Heat Study within the county. The results of that study should be utilized and placed into the new LDC, and not just state "Best Practices" will cover it. If we say we will use "Best Practices" why bother with any research and not just say the new LDC will follow "Best Practices"?

We need to better understand how action by Council on the LDC will impact constitutional issues like "takings" and State's Right to Farm Act.

The Flint, Michigan water poisoning came as a result of recommending officials and local elected officials skirting necessary studies in making important decisions. This was a horrible tragedy and was found criminal. Officials lost their credibility, their jobs, and some went to prison. It is imperative Richland County be precise as residents deserve it and they have entrusted Council to make sure every effort is made to do it right.

Proper planning is not just about creating high density and building as many homes as you can for the sake of meeting an affordable housing shortage. Residents must know toilet contents have somewhere to go when flushed, clean drinking water will come out of the faucet, when you're suffering a life threatening medical emergency there will be an ambulance within a respectable distance to help and a clear road to get through, that you won't watch your house burn down while fire trucks struggle with traffic on the way, and that you're not desperately clinging to a rooftop watching your neighborhood being viciously swept away due to a flood.

This might sound dramatic, but it's reality. The task at hand is not just rubber stamping a plan that hasn't been given the time or respect it needs, but to provide long,

detailed thought and research to arrive at a sound, workable plan.

MOTION: Based on the above, I move the Land Development Code approved in November 2021 be rescinded and replaced with the original 2005 code until a total review of what needs to be corrected in the 2005 code is completed and changes/recommendations can then be made for a new or updated code. **[PAGE 362]**

23. ADJOURNMENT

The Honorable Overture Walker



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.



Richland County Council
REGULAR SESSION
MINUTES
September 20, 2022 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Overture Walker, Chair; Jesica Mackey, Vice-Chair; Bill Malinowski, Derrek Pugh, Yvonne McBride, Allison Terracio, Joe Walker, Gretchen Barron, Overture Walker, Cheryl English and Chakisse Newton

Absent: Paul Livingston

OTHERS PRESENT: Anette Kirylo, Michelle Onley, Tamar Black, Ashiya Myers, Patrick Wright, Kyle Holsclaw, Adhijit Deshpande, Michael Maloney, Dante Roberts, Dwight Hanna, Justin Landry, Leonardo Brown, Lori Thomas, Chelsea Bennett, Judy Carter, Jennifer Wladischkin, Michael Byrd, Susan O’Cain, Stacey Hamm, Geo Price, Casey White, Jeff Ruble, Dale Welch, John Thompson, Sandra Hayes and Aric Jensen

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 6:00pm. And stated Councilman Paul Livingston is not in attendance, he is representing the County at the Society of International Business Fellows (SIBF) 2022 Annual Summit.

2. **INVOCATION** – The Invocation was led by the Honorable Allison Terracio.

3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Allison Terracio.

4. **PRESENTATION OF PROCLAMATION**

a. Proclamation Declaring September 24th – October 2nd as National Diaper Need Awareness Week – Ms. Mackey presented a proclamation to Ayanna White, Executive Director of Power in Changing, declaring September 24-October 2, 2022 as National Diaper Need Awareness Week.

5. **APPROVAL OF MINUTES**

a. Special Called: September 13, 2022 – Ms. Mackey requested her written recusal for Project Bulldog be added to the minutes before they are posted to there are published.

Mr. Pugh moved to approve the minutes as amended, seconded by Ms. English.

In Favor: Malinowski, Pugh, McBride, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Not Present: Livingston

The vote in favor was unanimous.

6. **ADOPTION OF AGENDA** – Ms. McBride moved to adopt the agenda as published, seconded by Mr. J. Walker.

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September 20, 2022

In Favor: Malinowski, Pugh, McBride, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Not Present: Livingston

The vote in favor was unanimous.

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Mr. Patrick Wright, County Attorney, state the following item is eligible for Executive Session.

- a. General Expenditures

Mr. J. Walker inquired if this matter affects any of votes for items on the agenda.

County Attorney Mr. Wright responded he has spoken with the Councilmembers and it should not affect the items.

8. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – No one signed up to speak.

9. **CITIZENS' INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time)

1. Myra Nelson, 124 White Birch Circle, Columbia, SC 29223 – Lourie Center
2. Reggie Weston, 2435 Joe Frazier Court, Columbia, SC 29209 – Community Concerns
3. Alphonso Baker, 2601 Flamingo Drive, Columbia, SC 29209 – Community Concerns

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. ARPA Funds Online Portal – Mr. Leonardo Brown, County Administrator, stated, during the informational sessions, we learned there were challenges with accessing the online portal. The concerns have been addressed. Due to the reported issues he is extending the application deadline to October 14, 2022.

11. **REPORT OF THE CLERK OF COUNCIL** – No report was given.

12. **REPORT OF THE CHAIR** – No report was given.

13. **THIRD READING ITEMS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and MGS, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. J. Walker moved to approve this item, seconded by Ms. Newton.

Mr. Malinowski noted the dates of second reading and the public hearing was not notated in the agenda package.

Mr. Ruble stated Second Reading and the Public Hearing was held on September 13th.

Ms. McBride stated when this was voted on in the Economic Development Committee she noted she had issues with it, and inquired when it would be coming to Council. Then it did not appear on the agenda for months, and once it did appear on the agenda who knew what it was. She is concerned about transparency with Economic Development items, as it relates to Councilmembers being provided information.

Ms. Terracio noted since the public hearing was on second reading, instead of third reading, it may not have allowed the citizens an adequate opportunity to speak on this item.

In Favor: Malinowski, Pugh, J. Walker, O. Walker, Mackey and English

Opposed: McBride, Terracio, Barron and Newton

Not Present: Livingston

The vote was in favor.

14. **SECOND READING ITEMS**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Project Bulldog; and other related matters – Ms. English moved to approve this item, seconded by Ms. Barron.

Ms. McBride stated she is concerned about there being an equal opportunity for everyone to take part in this initiative.

Ms. Barron stated she thinks this project is going to be a great asset to the particular area where it is going. She noted she would like to see more projects like this throughout the county.

In Favor: Malinowski, Pugh, McBride, Terracio, J. Walker, Barron, O. Walker, English and Newton

Recuse: Mackey – due to her parent company representing the client.

Not Present: Livingston

The vote in favor was unanimous.

- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Framework; and other related matters – Ms. Barron moved to approve this item, seconded by Ms. Newton.

In Favor: Pugh, McBride, Terracio, J. Walker, Barron, O. Walker, English and Newton

Opposed: Malinowski

Recuse: Mackey – due to her parent company representing the client.

Not Present: Livingston

The vote was in favor.

- c. An Ordinance authorizing several easements to Dominion Energy, South Carolina, Inc. for the transportation of gas, oil petroleum products, or any other liquids, gases, or substances which can be transported through a pipeline; located on property owned by Richland County along Clemson Road; and as is more fully described herein – Ms. Barron moved to approve this item, seconded by Ms. Newton.

In Favor: Malinowski, Pugh, McBride, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Not Present: Livingston

The vote in favor was unanimous.

15. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

a. NOTIFICATION OF APPOINTMENTS

1. Township Auditorium – Two (2) Vacancies – Ms. Barron stated the committee recommended re-appointing Mr. Antjuan Seawright and appointing Larry Smith.

In Favor: Malinowski, Pugh, McBride, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Not Present: Livingston

The vote in favor was unanimous.

16. OTHER ITEMS

- a. A Resolution approving the 2022 Assessment Roll for the Village at Sandhill Improvement District, Richland County, South Carolina – Ms. Barron moved to approve this item, seconded by Ms. Mackey.

Mr. Malinowski inquired when the unpaid annual payments from prior years will be paid, and why they do not go to the Richland County Tax Sale.

Mr. Brown responded he will have to get the details for why the table on p. 124 states: “Unpaid Annual Payments from Prior Years”. The purpose of what we are doing is so we can get the appropriate assessment and receive the funding.

In Favor: Malinowski, Pugh, McBride, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Not Present: Livingston

The vote in favor was unanimous.

Ms. Mackey moved to reconsider this item, seconded by Mr. Pugh.

Opposed: Malinowski, Pugh, McBride, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Not Present: Livingston

The motion for reconsideration failed.

- b. FY23 – District 9 Hospitality Tax Allocations:

1. Range Fore Hope Foundation – \$2,500

- c. FY23 – District 7 Hospitality Tax Allocations:

1. The Big Red Barn - \$10,000
2. Talented Tenth - \$5,000
3. Junior League of Columbia - \$20,000
4. Broad River Business Alliance - \$5,000

5. Aja Wilson Foundation - \$5,000

Mr. Pugh moved, to approve Items 16(b) and (c), seconded by Ms. Mackey.

Ms. Barron requested to amend the motion to remove Items 16(c) (2-5).

In Favor: Malinowski, Pugh, McBride, Terracio, Barron, O. Walker, Mackey, English and Newton

Opposed: J. Walker

Not Present: Livingston

The vote was in favor.

Mr. Pugh moved to reconsider Items 16(b) and 16(c)(1), seconded by Ms. Barron.

Opposed: Malinowski, Pugh, McBride, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Not Present: Livingston

The motion for reconsideration failed.

Ms. Barron moved to defer Items 16(c) (2-5) to the October 4th Council meeting, seconded by Mr. Malinowski.

In Favor: Malinowski, Pugh, McBride, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Not Present: Livingston

The vote in favor was unanimous.

17. **EXECUTIVE SESSION** – Mr. Pugh moved to go into Executive Session, seconded by Ms. Barron.

In Favor: Malinowski, Pugh, McBride, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Not Present: Livingston

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:38 PM
and came out at approximately 7:02 PM***

Ms. Terracio moved to come out of Executive Session, seconded by Ms. Mackey.

In Favor: Malinowski, Pugh, McBride, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Not Present: Livingston

The vote in favor was unanimous.

a. General Expenditures – No action was taken.

18. **MOTION PERIOD**

a. Move to add Juneteenth (Juneteenth National Independence Day) as a Richland County holiday – Ms. Mackey move for unanimous consent to add Juneteenth as a Richland County holiday, seconded by Ms. McBride.

**Regular Session
September 20, 2022**

Mr. Malinowski stated he would not vote “yes” on this item because he would like to receive input from staff on the costs to the County and their recommendation(s). In addition, he would like to know why the County does not automatically observe federal holidays.

Mr. Brown responded he intended to come to Council regarding the County being more competitive regarding the holiday schedule.

Ms. McBride inquired if this will require an ordinance change.

Mr. Brown responded it is a benefit; therefore, it does not require three readings and a public hearing.

In Favor: Pugh, McBride, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Opposed: Malinowski

Not Present: Livingston

The motion for unanimous consent fails.

This item was referred to the Rules and Appointments Committee.

19. **ADJOURNMENT** – Mr. J. Walker moved to adjourn, seconded by Ms. McBride.

In Favor: Malinowski, Pugh, McBride, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Not Present: Livingston

The vote in favor was unanimous.

The meeting adjourned at approximately 7:07 PM.



Richland County Council

STATEMENT OF RECUSAL

In accordance with Section 8-13-700(B) [*provides in part that no public official, public member or public employee may make, participate in making, or in any way attempt to use their official office, membership or employment to influence a governmental decision in which they, a member of their immediate family, an individual with whom they are associated, or a business with which they are associated has an economic interest.*], I hereby recuse myself from all votes, deliberations and other action on the following matter(s):

(Please add agenda Item number and description):

14a. Second reading: for Project Bulldog. The execution
and delivery of an infrastructure credits to Project Bulldog;
and other related matters

REASONS FOR DISQUALIFICATION:

My parent company represents the business making
the request.

Jessica Mackey
Signature

[Signature]
Signature

9/20/22
Date

[Signature] 9/20/22
Date received by Clerk Dept.



Richland County Council

STATEMENT OF RECUSAL

In accordance with Section 8-13-700(B) [provides in part that no public official, public member or public employee may make, participate in making, or in any way attempt to use their official office, membership or employment to influence a governmental decision in which they, a member of their immediate family, an individual with whom they are associated, or a business with which they are associated has an economic interest.], I hereby recuse myself from all votes, deliberations and other action on the following matter(s):

(Please add agenda Item number and description):

14b - The execution and delivery of
infrastructure credit agreement (Project Framework)

REASONS FOR DISQUALIFICATION:

My parent company represents the
business making request.

Jessica Mackey

Signature

Signature

9-20-22

Date

9-20-22

Date received by Clerk Dept.



Richland County Council
Zoning Public Hearing
MINUTES
September 27, 2022 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Bill Malinowski, Derrek Pugh, Yvonne McBride, Paul Livingston, Allison Terracio, Gretchen Barron, Overture Walker, Jesica Mackey, Cheryl English, and Chakisse Newton

II. **CALL TO ORDER** – Mr. Overture Walker called the meeting to order at approximately 7:00PM and stated Councilman Joe Walker was joining via Zoom. However, Council Rules does not allow active participation via Zoom during a Planning and Zoning Hearing.

III. **ADDITIONS/DELETIONS TO THE AGENDA**- There were not addition/deletions to the agenda.

IV. **ADOPTION OF AGENDA** – Mr. Livingston stated, per his conversations with staff and the community, he would like to have item 5(a)(11) to be withdrawn from the agenda.

Ms. Barron moved to adopt the agenda as amended, seconded by Mr. Pugh.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

V. **OPEN PUBLIC HEARING**

a. **MAP AMENDMENTS [ACTION]**

1. Case # 22-007 MA
Lucky Detty
RM-HD to OI (.231 acres)
116 Beatty Downs Road
TMS# R06106-01-39

Chairman O. Walker opened the floor to the public hearing.

Mr. Lucky Detty, Mr. Michael Lowman, Mr. Jonathan Smalls, Ms. Ashly Arrington, Mr. Daniel Millington, Mr. Paul Cumbers, Mr. Jerry Girard, and Ms. Carmen Smoak spoke in favor of the re-zoning request.

The floor to the public hearing was closed.

Mr. Pugh moved to approve the re-zoning request, seconded by Ms. English

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not present: J. Walker

The vote in favor was unanimous.

2. Case # 22-015 MA
Brent Chitwood
M-1 to GC (29.96 acres)
E/S Broad River Road
TMS# R02500-05-10

Mr. Malinowski moved to defer the public hearing and vote for this item until the October 25, 2022 meeting, seconded by Ms. Barron.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not present: J. Walker

The vote to defer this item and the public hearing was unanimous.

3. Case # 22-006 MA
Jared Munneke
GC/M-1/RU/RM-HD to RM-MD (74.28 acres)
End of Idlewilde Boulevard and Barnes Street
TMS# R11111-01-02, 54, & 55, R11114-01-02 & 13

Chairman O. Walker opened the floor to the public hearing.

Mr. Jared Munneke and Mr. Leighton Lord spoke in favor of the re-zoning request.

Ms. English moved to approve the re-zoning request, seconded by Ms. Barron.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, English, and Newton.

Not present: J. Walker

Recusal: Mackey (*Due to her parent company representing the applicant.*)

The vote in favor was unanimous

4. Case # 22-017 MA
Chandler Roy
HI to RS-MD (121.52 acres)
E/S Farrow Road
TMS# R17600-02-32 & R17600-02-46

Mr. Pugh moved to defer this item and the public hearing until the October 25, 2022 meeting, seconded by Ms. Barron.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not present: J. Walker

The vote to defer this item and the public hearing was unanimous.

5. Case # 22-019 MA
Bill Theus
PUD to PUD (55.2 acres)
Wilson Blvd
TMS# R14900-04-01, R14800-02-22, R14800-02-32, R14800-02-27, R14800-02-35, R14800-02-29

Ms. Barron moved to defer this item and the public hearing until the October 25, 2022, seconded by Mr. Pugh.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton.

Not present: J. Walker

The vote to defer this item and the public hearing was unanimous.

6. Case # 22-021 MA
Tony Lawton
RU to GC (1.14 acres)
113 Sease Road
TMS# R04003-02-17

Mr. Malinowski moved to defer this item and the public hearing until the October 25, 2022 meeting, seconded by Ms. Barron.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton.

Not present: J. Walker

The vote to defer this item and the public hearing was unanimous.

7. Case # 22-022 MA
Jenny Reyes
RU to NC (8.63 acres)
9200 Wilson Blvd
TMS# R14600-03-41

Ms. Baron moved to defer Items 7 and 8, as well as the public hearing, until the October 25, 2022, meeting it was seconded by Mr. Malinowski.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not Present: J. Walker

The vote to defer this item and the public hearing was unanimous.

8. Case# 22-023 MA
Gerald A. Lee
W/S Archie Drive
RS-MD to RM-MD (3.12 acres)
TMS# R17116-01-01

This item was deferred until the October 25, 2022 meeting.

9. Case # 22-024 MA
Charlotte Huggins
RC to GC (2.87 acres)
10512 Garners Ferry Road
TMS # R30600-02-16

Chairman O. Walker opened the floor to the public hearing.

Ms. Charlotte Huggins spoke in favor of the re-zoning request.

The floor to the public hearing was closed.

Ms. Newton moved to deny the rezoning request, seconded by Malinowski.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote to deny the re-zoning request was unanimous.

10. Case# 22-025 MA
Charlotte Huggins
RU to RC (4.32 acres)
10201 Garners Ferry Road
TMS# R27800-03-08

Chairman O. Walker opened the floor to the public hearing.

Ms. Charlotte Huggins spoke in favor of the re-zoning request.

The floor to the public hearing was closed.

Ms. Newton moved to deny the rezoning request, seconded by Mr. Malinowski.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton.

Not Present: J. Walker

The vote to deny the re-zoning request was unanimous.

~~11. Case # 22-026 MA
Harpal Grewal
RS MD to GC (2.81 acres)
Rushmore Road
TMS# R07403-01-01 (P)~~

~~This item was removed during the adoption of the agenda.~~

VI. **ADJOURNMENT** – Mr. Pugh moved to adjourn, seconded by Mr. Malinowski.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not Present: J. Walker

The vote in favor was unanimous.

The meeting adjourned at approximately 7:46 PM.



Richland County Council

STATEMENT OF RECUSAL

In accordance with Section 8-13-700(B) [provides in part that no public official, public member or public employee may make, participate in making, or in any way attempt to use their official office, membership or employment to influence a governmental decision in which they, a member of their immediate family, an individual with whom they are associated, or a business with which they are associated has an economic interest.], I hereby recuse myself from all votes, deliberations and other action on the following matter(s):

(Please add agenda Item number and description):

#3-Case #22-006MA (Jared Munneke)

REASONS FOR DISQUALIFICATION:

My parent company represents the applicant

Jessica Mackay
Signature

Signature

9-27-22
Date

9/27/2022
Date received by Clerk Dept.

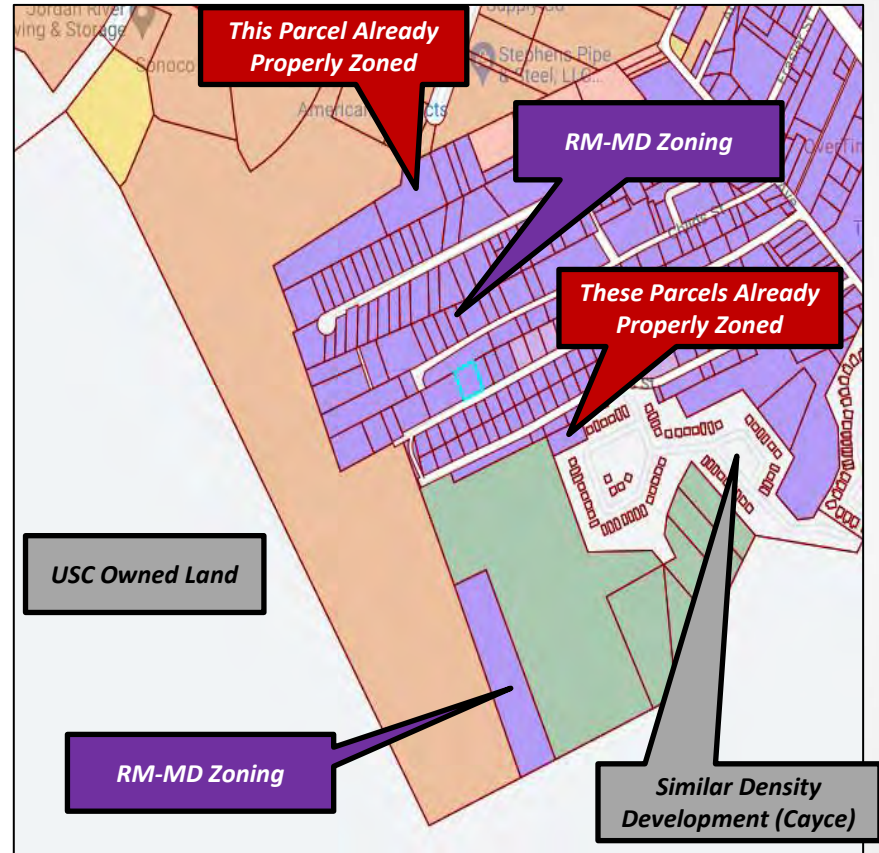
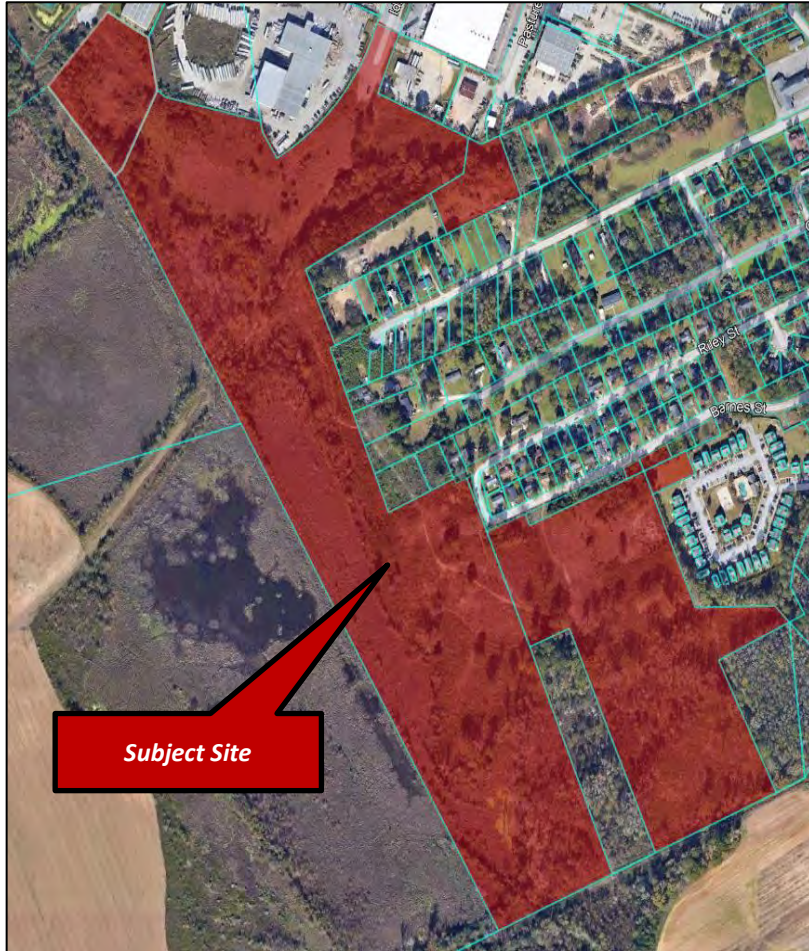


LANDMARK PROPERTIES

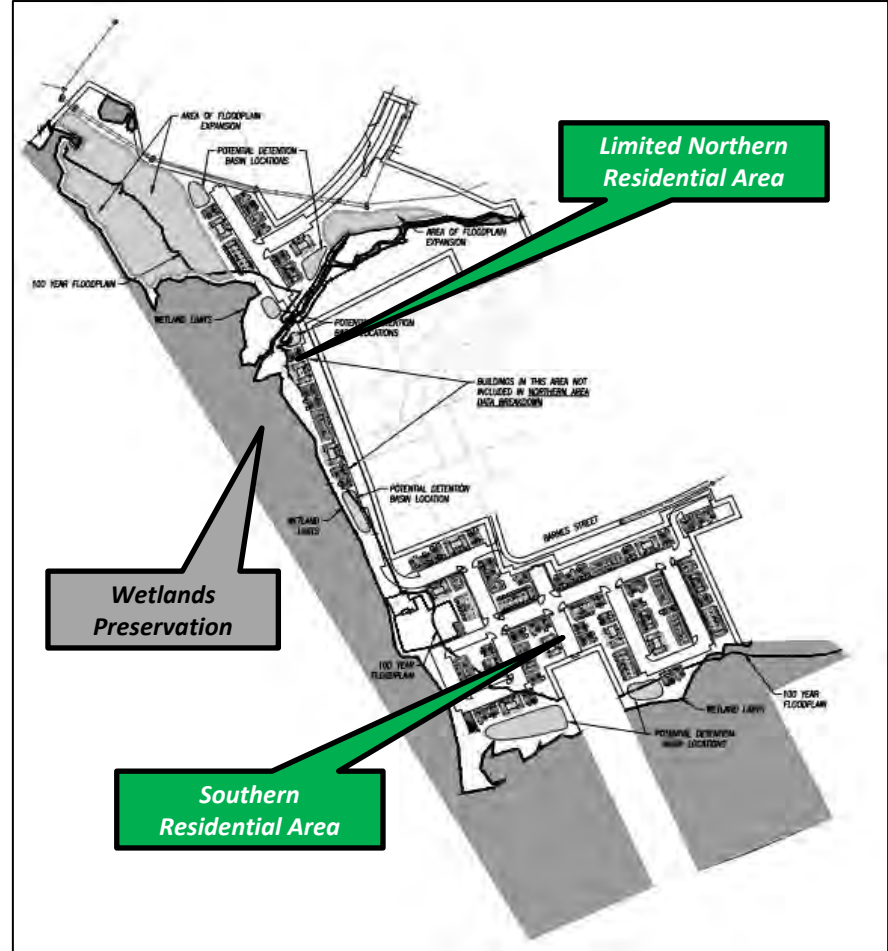
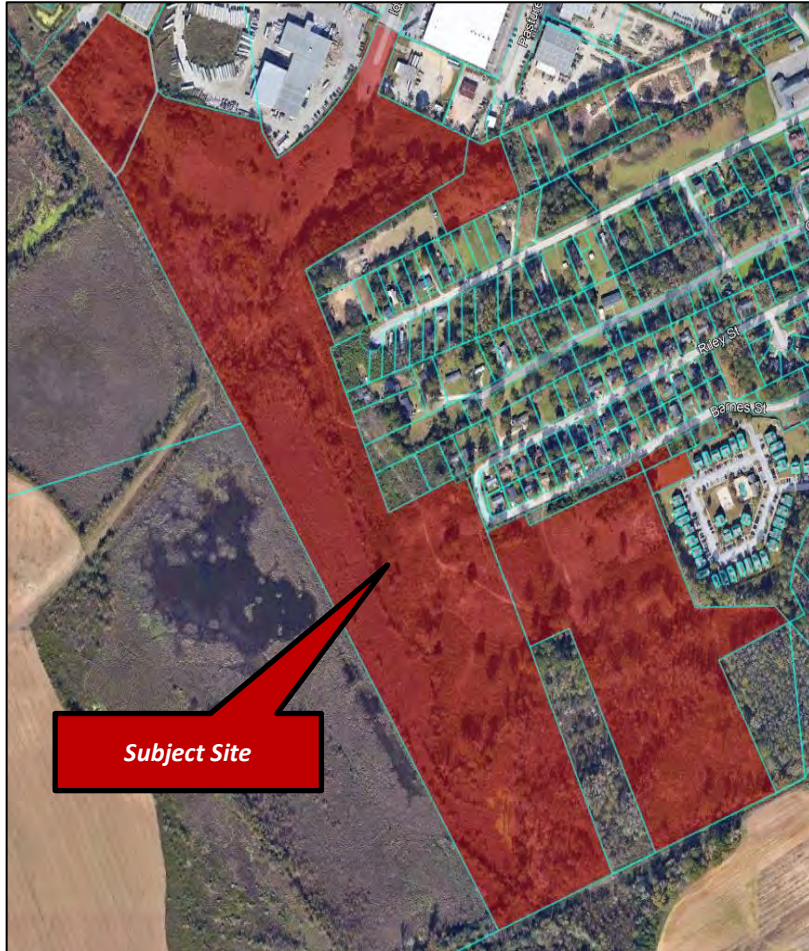
DEVELOPMENT | CONSTRUCTION | MANAGEMENT | INVESTMENT

The
STATION

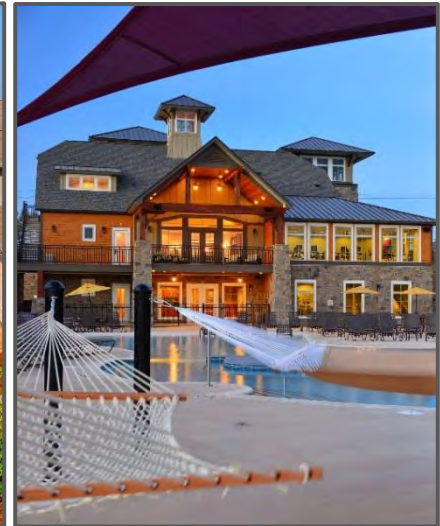
ZONING CONSISTENCY



PROPOSED SITE PLAN



REPRESENTATIVE ARCHITECTURE



EXPANSIVE GREENSPACE



COMMUNITY AMENITIES





LANDMARK PROPERTIES

DEVELOPMENT | CONSTRUCTION | MANAGEMENT | INVESTMENT

The
STATION

Richland County Council Request for Action

Subject:

22-007MA
Lucky Detty
RM-HD to OI (.231 Acres)
116 Beatty Downs Road
TMS# R06106-01-039

Notes:

First Reading: September 27, 2022
Second Reading:
Third Reading:
Public Hearing: September 27, 2022

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-22HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R06106-01-39 FROM RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (RM-HD) TO OFFICE AND INSTITUTIONAL DISTRICT (OI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R06106-01-39 from Residential Multi-Family High Density District (RM-HD) to Office and Institutional District (OI).

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2022.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2022

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: September 27, 2022
First Reading: September 27, 2022
Second Reading: October 4, 2022
Third Reading: October 18, 2022

Richland County Council Request for Action

Subject:

22-006MA
Jared Munneke
GC/M-1/RU/RM-HD to RM-HD (74.28 Acres)
End of Idlewilde Boulevard and Barnes Street
TMS# R11111-01-02, 54 & 55, R11114-01-02 & 13

Notes:

First Reading: September 27, 2022
Second Reading:
Third Reading:
Public Hearing: September 27, 2022

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-22HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R11111-01-02, R11111-01-54, R11111-01-55, R11114-01-02, R11114-01-13 FROM GENERAL COMMERCIAL DISTRICT (GC), LIGHT INDUSTRIAL DISTRICT (M-1), RURAL DISTRICT (RU), AND RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (RM-HD) TO RESIDENTIAL MULTI-FAMILY MEDIUM DENSITY DISTRICT (RM-MD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R11111-01-02, R11111-01-54, R11111-01-55, R11114-01-02, R11114-01-13 from General Commercial District (GC), Light Industrial District (M-1), Rural District (RU), and Residential Multi-Family High Density District (RM-HD) to Residential Multi-Family Medium Density District (RM-MD).

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2022.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2022

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: September 27, 2022
First Reading: September 27, 2022
Second Reading: October 4, 2022
Third Reading: October 18, 2022

Richland County Council Request for Action

Subject:

Community Planning & Development – Conservation – Historic Columbia Heritage
Tourism Marketing Plan

Notes:

September 27, 2022 – The Development & Services Committee recommended Council approve the award of a contract to Historic Columbia to create a Richland County Heritage Tourism Marketing Plan as recommended by the Richland County Conservation Commission.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Quinton Epps	Title:	Division Manager
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	June 6, 2022	Meeting Date:	September 27, 2022
Legal Review	Patrick Wright via email	Date:	August 12, 2022
Budget Review	Abhijit Deshpande via email	Date:	September 19, 2022
Finance Review	Stacey Hamm via email	Date:	September 20, 2022
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Meeting/Committee	Development & Services		
Subject	Heritage Tourism Marketing Plan - Approval		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval to award a contract to Historic Columbia to create a Richland County Heritage Tourism Marketing Plan as recommended by the Richland County Conservation Commission.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget? Yes No
 If not, is a budget amendment necessary? Yes No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

In FY2019/2020, County Council allocated \$372,715 in Hospitality Tax (H-tax) Funds for the Historic Corridor project for the purpose of marketing and enhancing the County’s historic resources. After considerable discussion, the Conservation Commission decided to expand the project to include strategies for building upon the success of the new African American Museum located in Charleston. The selected vendor proposed a budget of \$144,610.00.

Applicable department/grant key and object codes: ◀ (1211993000.527600/2808.527602) ▶

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

None.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

“...to approve \$372,715 for the Historical Corridor, and that within 60 days of the approval of the budget, that staff bring Council back a plan to mobilize the funds.”

Council Member	The Honorable Jim Manning, formerly of District 6
Meeting	Special Called
Date	May 23, 2019

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Conservation Commission (RCCC) approved the Request for Proposals (RFP) for the Heritage Tourism Marketing Plan (HTMP) at its January 10, 2022 meeting. RFP #RC-513-P-2022 was released in April, and there were two submittals. An evaluation team scored the submittals, and Historic Columbia was the highest ranked offeror. Award in the amount of \$144,610.00 is recommended.

As a brief background, RCCC is charged with promoting the development and preservation of historical resources and promoting tourism - with an emphasis on the natural, cultural, and historical resources of Richland County (County). In its strategic plan for 2018 – 2023, goal number two of five is “to promote the development and preservation of inclusive and accurate historical resources.” The strategies, objectives, and action steps associated with this goal aim to increase and disperse knowledge of the County’s rich heritage while protecting its built legacy.

As South Carolina prepares for the Grand Opening of the International African American Museum (IAAM) in Charleston, SC in late Fall 2022, the RCCC seeks to promote the heritage, sites, and people of Richland County and to take advantage of the attention and marketing done by the Museum, the City of Charleston, Charleston County, and the state.

The success of the National Museum of African American History and Culture (NMAAHC) in Washington D.C. (over 7.5 million visitors since the 2016 opening, despite closing during periods of COVID-19), suggests that visitor numbers to the IAAM will be high. Charleston, SC expects increases in heritage tourism as a result of the opening of the IAAM, and the RCCC hopes to attract IAAM visitors to travel from Charleston to Richland County to extend their heritage tourism experiences.

The overall goal of the HTMP is to develop a comprehensive marketing campaign and strategy designed to promote heritage tourism and strengthen the County’s ability to attract a greater number of local, regional, national, and international visitors who are interested in heritage tourism and will be visiting the IAAM in Charleston, SC when it opens. The emphasis of the campaign will be to demonstrate the African American experience in America did not end in the Charleston area but was carried out in every other region of the United States and the span of this history includes Richland County’s history.

The project will include a wide range of historic sites, natural resources and other county-based resources. These attractions should be organized in usable ways so visitors (especially visitors coming to Richland from the IAAM in Charleston) can select from a menu of experiences during their stay.

The project objectives and milestones are outlined below:

1. Project Timeline - At the start of the project, the vendor should develop a project timeline for each deliverable and provide to the Conservation Division staff for review and comments.
2. Report – The vendor will prepare a report and will present the report to the Historic Committee of the RCCC. Following feedback from the Historic Committee, the vendor will revise the report and will present the final version to the RCCC.
 - a. Detail existing heritage resources, including, but not limited to, websites, brochures, mobile apps, videos, virtual tours, cemeteries, historic houses, etc. Include African American sites and resources which may not have been previously developed or promoted. The Richland County Historical Resources and Lower Richland Tourism Plan can be used as guides.
 - b. Evaluate the above heritage resources and existing marketing platforms. Include information about how these resources and platforms are currently used, operated, and funded; associated incomes and expenses; and any other relevant information needed to develop a cogent marketing plan.
 - c. Provide recommendations to the RCCC on how existing heritage resources and marketing platforms can be enhanced or improved, or how new resources or platforms can be created, to draw visitors who are interested in heritage tourism (especially visitors who are already visiting the IAAM in Charleston) into Richland County. Prioritize these recommendations based on ease of implementation, cost and predicted impact. Provide detailed cost estimates, methodologies and implementation strategies for the development of the above recommendations. Include timelines, media outreach plans, and any other items needed for implementation.
 - d. Provide information on similar programs elsewhere with statistics of attendance and revenue for the involved communities.

In conclusion, the HTMP will provide a strategy to improve visitation and knowledge of the County's historical and cultural resources by highlighting their value and promoting their conservation.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

1. Agenda Addendum



Agenda Briefing Addendum

Prepared by:	Quinton Epps	Title:	Division Manager
Department:	Community Planning & Deveploment	Division:	Conservation
Date Prepared:	July 28, 2022	Meeting Date:	June 28, 2022
Approved for Consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Committee:	Development & Services		
Agenda Item:	4d. Heritage Tourism Marketing Plan (HTMP)		

COUNCIL INQUIRY #1:

Please provide more details regarding the proposed project.

Reply:

The purpose of the Heritage Tourism Marketing Plan (HTMP) is to determine how to improve the promotion and marketing of Richland County’s existing heritage resources. To accomplish this, a Request for Proposals (RFP) was issued, and Historic Columbia was the ultimate candidate selected by the Conservation Commission to provide the following services:

1. Work with Conservation staff and Commissioners to develop a time-frame for project implementation.
2. Conduct an extensive review of existing web-based assets focused on African-American related resources.
3. Prepare a comprehensive analysis of the existing marketing platforms in order to better understand the current state of heritage tourism marketing in Richland County.
4. Recommend how the existing resources and marketing platforms can be enhanced, improved, or new ones created, with an emphasis on attracting tourists visiting the International African American Museum (IAAM) in Charleston and related historic elements.
5. Connect with local leaders to execute a brand package encompassing a unified look, feel, and messaging effort across multiple platforms and entities.
6. Recommend wayfinding, marketing, collaboration, and media relations solutions.
7. Develop and recommend cost estimates for the marketing plan implementation based on priorities.

COUNCIL INQUIRY#2:

Why is there a 20% contingency and is there a standard amount generally used for contingencies?

Reply:

The proposed contingency has been eliminated in order to expedite the process. The RCCC had determined that it was critical for implementation of the HTMP to coincide as much as possible with the opening of the International African American Museum in Charleston on Jan. 21, 2023, and therefore requested a 20% contingency in case of any unforeseen changes. If there is a need for additional funding, the request will come back to committee and then to Council for approval.

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of an industrial park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to SE Forest Acres LLC, a company previously identified as Project Bulldog; and other related matters

Notes:

First Reading: August 30, 2022

Second Reading: September 20, 2022

Third Reading: October 4, 2022 {Tentative}

Public Hearing: October 4, 2022

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____**

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF AN INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO SE FOREST ACRES, LLC, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT BULLDOG; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County or a project and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed, or will develop, with Fairfield County, South Carolina (“Fairfield”), the Richland Mall Business Park (“Park”) and executed, or will execute, the Master Agreement Governing the Richland Mall Business Park (“Park Agreement”), to govern the operation of the Park;

WHEREAS, SE Forest Acres, LLC a company previously identified as Project Bulldog (the “Company”), has invested in, or proposes to invest in and develop a mixed-use commercial development (“Project”), located on, and, in part, comprised of, land more particularly identified in the Agreement (as hereinafter defined) (“Site”), which land is presently located in the County, and anticipates that, should its plans proceed as presently contemplated, the Project will generate a minimum of \$101,100,000 of new aggregate, taxable investment in the County, which investment shall include, but not be limited to, the Company’s investment in acquiring the Site and all existing real property improvements located thereon;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Site and other real and personal property comprising the Project (collectively, the “Property”) in the Park; and

WHEREAS, the City of Forest Acres, South Carolina, the municipality in which the Property is located, must consent to the expansion of the boundaries of the Park to include the Property in the Park in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement with the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of

PPAB 8053219v1

assisting in paying the costs of certain Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. *Statutory Findings.* Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure comprising the Project will enhance the economic development of the County and promote the welfare of its citizens.

Section 2. *Expansion of the Park Boundaries; Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is, contingent upon the City of Forest Acres’s consent to such expansion in accordance with Section 4-1-170(C) of the Act, authorized. The Chair of County Council (“Chair”), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Forest Acres as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

Section 3. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: August 30, 2022
Second Reading: September 20, 2022
Public Hearing: October 4, 2022
Third Reading: October 4, 2022

EXHIBIT A
FORM OF INFRASTRUCTURE CREDIT AGREEMENT

See attached.

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

SE FOREST ACRES, LLC

Dated as of [_____, 2022]

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, dated as of [_____, 2022] (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, this “Agreement”), by and among RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and a company previously identified as SE FOREST ACRES, LLC (the “Company”, together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by the Code of Laws of South Carolina 1976, as amended (the “Code”) and, particularly, Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 thereof, and Section 4-29-68 of the Code (collectively, the “Act”), and Article VIII, Section 13(D) of the South Carolina Constitution (i) to provide credits (“Infrastructure Credits”) to investors for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (“Infrastructure”), all to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park (“Park”) in order to facilitate the grant of such Infrastructure Credits to such investors; and

WHEREAS, the Company has invested in, or proposes to invest in, and develop, a mixed-use commercial development (the “Project”) located on, and, in part, comprised of, land presently and more particularly described on Exhibit A attached hereto (the “Site”), which land is presently located in the County and in the City of Forest Acres, South Carolina (the “City”), and anticipates that should its plans proceed as presently contemplated, the Project will generate a minimum of \$101,100,000 of new aggregate, taxable investment in the County, which investment shall include, but not be limited to, the Company’s investment in acquiring the Site and all existing real property improvements located thereon (the “Base Property”); and

WHEREAS, in accordance with Article VIII, Section 13(D) of the South Carolina Constitution and the Act, real and personal property having a *situs* in a Park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park and such resulting exemption (each, a “Fee Payment”); and

WHEREAS, Section 4-1-170(C) of the Act provides that if a Park is to include within its boundaries property which is located within the limits of a municipality, the consent of such municipality must first be obtained prior to such inclusion; and

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Act, the County and Fairfield County, South Carolina (“Fairfield County”) have jointly developed, or will jointly develop, a Park (the “Richland Mall Business Park”) by entering into that certain Master Agreement Governing the Richland Mall Business Park, effective as of [_____, 2022] (as may be amended, modified, or supplemented from time to time, the “Park Agreement”); and

WHEREAS, the County has determined to provide for, subject to City consent thereto, the inclusion

of the Site and all other real and personal property comprising all or a portion of the Project now or hereafter located thereon within the boundaries of the Richland Mall Business Park and the maintenance of all such real and personal property within the boundaries of the Richland Mall Business Park, or a replacement or successor Park, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Infrastructure Credits set forth in greater detail herein; and

WHEREAS, the County has determined, *inter alia*, that the Project would promote the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities therein and the citizens and residents therein due to the investment to be made, or caused to be made, by the Company and any Co-Investors (as defined herein), which contributes to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering certain Fee Payment and Park benefits, as well as the benefits of certain Infrastructure Credits as reimbursement for a portion of the costs of certain Infrastructure invested by the Company at, in, or in connection with, the Project, all as set forth in greater detail herein; and

WHEREAS, the County Council has authorized the execution and delivery of this Agreement by an Ordinance enacted by the County Council on October 4, 2022 (the "Ordinance").

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into, execute, deliver, and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Site and all other real and personal property comprising all or a portion of the Project now or hereafter located thereon in the Richland Mall Business Park; and
- (f) Based on representations made by the Company to the County, the County has determined that the Project and the Infrastructure will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

Section 1.2. *Representations and Covenants by the Company.* The Company represents to the County as follows:

(a) The Company is in good standing under the laws of [_____], has the power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

(b) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound;

(c) The Infrastructure Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the Company to undertake the Project; and

(d) The Company covenants to complete any and all Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

ARTICLE II PROJECTIONS, COVENANTS, AND COMMITMENTS OF THE PARTIES

For purposes of this Agreement, "Co-Investor" shall mean the Company, any affiliate, or related party to, the Company, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any third party acquiring a portion of the Site, whether improved or unimproved, for the purpose of making investment in the Project on such portion of the Site, any lessor of equipment or other property comprising a part of the Project (so long as such leased equipment or property are taxed in the County), and any financing entity or other third party investing in, or providing funds for, the Project. Co-Investor shall not include any investment by a governmental entity at the Site.

Section 2.1. *Park Covenants by the County.* The County has included and, to the extent not so included, will include within the boundaries of the Richland Mall Business Park, and thereafter maintain within the boundaries of the Richland Mall Business Park or a successor or replacement Park thereto, the Project, including, but not limited to, the Site, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Infrastructure Credits set forth in this Agreement.

Section 2.2. *Investment Commitment by the Company.* The Company shall invest or caused to be invested not less than \$101,000,000 in taxable property in the Project ("Investment Commitment") by December 31, 2033 ("Certification Deadline"). For purposes of determining achievement of the Investment Commitment, the Company may aggregate investments made by the Company and Co-Investors at the Site.

The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the Certification Deadline. Notwithstanding anything in this Agreement to the contrary, the Certification Deadline shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

Section 2.3 *Infrastructure Credits.*

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project in accordance with the

term, amount, and calculation of the Infrastructure Credit as described on Exhibit B hereto.

(b) For each tax year for which the Company is entitled to an Infrastructure Credit, the County shall prepare and issue the Company's annual Fee Payment bill with respect to the Project exclusive of the Infrastructure Credit set forth in **Section 2.3(a)** of this Agreement ("Gross Fee Payment"). Following receipt of such bill, the Company shall timely remit the Gross Fee Payment to the County in accordance with applicable law. The Company shall claim the Infrastructure Credits set forth herein with respect to any such annual Fee Payment by filing with the County upon payment, in full, of its annual Gross Fee Payment, an Infrastructure Credits certification, in form and substance reasonably acceptable to the County, listing the amount of aggregate investment in the Project and in the Infrastructure serving the Project as of the date of such certification, and the calculation of the Infrastructure Credits to which the Company is entitled against such annual Fee Payment. Upon receipt of such certification from the Company and the receipt by the County of the payment by the Company of its annual Gross Fee Payment, the County shall pay to the Company, by check or other electronic funds transfer requested in writing by the Company, the amount of the Infrastructure Credits to which the Company is entitled against its annual Fee Payment, and such payment shall be effected by the County no later than thirty (30) days following receipt by the County of (i) such certification and (ii) the payment by the Company of the of its annual Gross Fee Payment upon which the Infrastructure Credit is based.

(c) If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may prospectively reduce the amount of the Infrastructure Credit and may require the Company to repay a pro rata portion of the Infrastructure Credits received through the Certification Deadline.

(d) If **Section 2.1** hereof, or the granting of the Infrastructure Credits under this Agreement, is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with an incentive that is valid pursuant to such court ruling and commensurate to the nature and value of the benefits intended to be provided under this Agreement by the County, but never any greater direct cost or expense to the County than which would have been created or imposed by and through the Infrastructure Credits arrangement under this Agreement.

(e) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

(f) The County makes no representation or warranty with respect to the Infrastructure. The execution and delivery of this Agreement and the extension of the Infrastructure Credits do not constitute a commitment by the County to maintain the Infrastructure.

Section 2.3. Site Modifications. The Company or any other Co-Investor may add to, or sell, lease, or otherwise dispose of any portion of, the Site, in its sole discretion. In such event, the Company or such

Co-Investor shall deliver to the County a revised Exhibit A to this Agreement or supplements to Exhibit A reflecting any such addition, disposal or removal and such revised or supplemented Exhibit A shall, effective as of the date of any such transaction, addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. *Events of Default.* The following are “Events of Default” under this Agreement:

(a) Failure by the Company to make a Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(c) An abandonment of the Project; for purposes of this Agreement, “abandonment of the Project” means a public announcement of the discontinuation of the Project or a failure to complete demolition of the existing structures by December 31, 2026;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. *Remedies on Default.*

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. *Reimbursement of Legal Fees and Other Expenses.* On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. *Remedies Not Exclusive.* No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. *Nonwaiver.* A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) verifying the investment in the Infrastructure; and (ii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. *Transfers of Project Property; Assignment.* The Company may assign or otherwise transfer any of its rights and interests in this Agreement on prior written consent of the County, which may

be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

Section 4.3. Provisions of Agreement for Sole Benefit of County and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

(c) The County is not responsible for the Infrastructure and disclaims all liability with respect to the Infrastructure.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt

of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
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with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000 Fax: 803.255.8017
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if to the Company:	SE Forest Acres LLC Attn: _____ _____ _____ Phone: _____ Fax: _____
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with a copy to:

Tushar V. Chikhliker, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
Post Office Box 2426
Columbia, South Carolina (29202)
Phone: 803.540.2188
Fax: 803.727.1469

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding \$10,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10. *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts; Electronic Signatures.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. Signature pages to this Agreement may be delivered with original signatures or by photostatic reproduction,

telephonic facsimile transmission, e-mail or other electronic transmission or other similar means whereby each original signature has been reproduced (including, without limitation, .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), and all reproduced signatures shall be deemed “electronic signatures” and equivalent to an original signature for all purposes

Section 4.14. Amendments. This Agreement may be amended only by written agreement of the Parties.

Section 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term (as defined in Exhibit B attached hereto) and payment by the County of any Infrastructure Credits due with respect to the Project pursuant to the terms of this Agreement.

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

Section 4.18. Further Proceedings. It is intended by the Parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees, to the extent permitted by law, to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

**[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Richland County, South Carolina has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

SE FOREST ACRES LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

SITE DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN tract of land, with all improvements thereon, situate in the Town of Forest Acres, Richland County, South Carolina, containing 32.9393 Acres as shown on a ALTA/ACSM Land Title Survey Prepared for JTL Capital, LLC by Steadman & Associates, Inc., dated October 2, 2002, revised December 13, 2002, recorded in the Office of the Register of Deeds for Richland County in Book 739 at Page 10, said plat being incorporated herein by reference, said property being more particularly described as follows:

BEGINNING at a point designated as "POB", said point being a PK nail along the western margin of the right-of-way of Beltline Boulevard (S.C. Highway No. 16) where the subject property corners with property of Colt Site 12 Inc. a distance of 165.15 feet from the intersection of Beltline Boulevard with the southern margin of the right-of-way of Forest Drive (S.C. Highway No. 12) and running along Beltline Boulevard as follows: in a curve to the right having a radius of 141.03 feet, an arc distance of 38.64 feet, the chord of which runs S 06-00-05 W, 38.52 feet to a rebar; S76-30-04 E, 29.01 feet to an "X" in concrete S 24-20-15 E, 66.01 feet to a PK nail; S 20-58-56 W, 29.14 feet to a rebar; in a curve to the right have a radius of 33.77 feet, an arc distance of 22.47 feet, the chord of which runs S 49-48-51 E, 22.06 feet to a PK nail; S 27-51-15 E, 103.05 feet to a rebar; S 28-34-06 E, 516.43 feet to a rebar; in a curve to the right having a radius of 52.17 feet, an arc distance of 35.19 feet, the chord of which runs S 48-47-02 E, 34.53 feet to a rebar; S28-43-30 E, 131.12 feet to a rebar; S 21-53-30 E, 101.50 feet to a rebar; S 31-13-04 E, 149.11 feet to a rebar; S 31-45-00 E, 19.48 feet to a rebar; S 40-50-56 E, 84.66 feet to a PK nail; S 40-56-04 E, 109.70 feet to a rebar; thence turning and running along property of Woodland Village Apartments S 42-18-17 W, 285.91 feet to a rebar; thence turning and running along property of Diane R. Spearman as follows: N 59-24-55 W, 186.52 feet to a rebar; N 64-17-05 W, 51.76 feet to an open top; S 03-25-35 E, 104.94 feet to an open top; thence turning and running along Brookwood Court S 85-00-43 W, 65.00 feet to a calculated point; thence turning and running along property of McQueen Smith as follows: N04-44-57 W, 120.00 feet to an open top; N 53-20-55 W, 66.63 feet to an open top; S 63-51-41 W, 73.18 feet to a pinch top; thence turning and running along property of Scott L. Whelchel & Dana H. Whelchel N 26-02-32 W, 65.25 feet to an open top; thence turning and running along property of David B. Tate as follows: N 26-28-42 W, 65.03 feet to a rebar; N-26-29-46 W, 64.72 feet to a calculated point in concrete; S 63-33-42 W, 150.00 feet to a rebar; thence turning and running along Colin Kelly Drive as follows: N 25-26-03 W, 280.00 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.04 feet, the chord of which runs N 52-37-33 W, 76.66 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.05 feet, the chord of which runs S 87-56-06 W, 76.67 feet to a rebar; S 63-34-32 W, 250.47 feet to an open top; thence turning and running along McArthur Avenue N 26-18-28 W, 70.15 feet to a rebar; thence turning and running along the terminus of McArthur Avenue and along property of Paula R. Bunt S63-46-47 W, 199.92 feet to an open top; thence turning and running along property of Sunnyside Properties, Inc. as follows: N 26-38-48 W, 102.35 feet to an open top; N 26-31-13 W, 77.43 feet to an open top; thence turning and continuing along property of Sunnyside Properties, Inc. and along property of Claiborne E. Reeder & Nancy Reeder N 25-58-44 W, 60.13 feet to an open top; thence turning and continuing along property of Claiborne E. Reeder & Nancy P. Reeder and along properties of C.E. Reeder & Nancy P. Reeder, Robert G. Cook & Robin D. Anderson, George L. Bryant, Catherine H. Bradley, Martha Diaz, and Joseph M. Diaz & Martha Diaz N 26-15-04 W, 324.64 feet to an open top; thence turning and running along property of Sharon Kay Ford as follows: N 63-38-18 E, 52.16 feet to an open top; N 76-42-51 W, 78.96 feet to an open top; thence turning and running along properties of Martha Diaz and Lorraine M. Tablas N 25-58-03 W, 103.51 feet to a rebar, thence turning and continuing along property of Lorraine M. Tablas S 63-34-24 W, 53.87 feet to a rebar; thence turning and running along property of Buckner Associates A Partnership as follows: N 26-38-33 W, 87.35 feet to a rebar; S 68-31-11 W, 30.08 feet

to a pinch top; thence turning and running along property of Carolina Associates, A S.C. Partnership N 26-31-33 W, 79.43 feet to an open top; thence turning and running along Forest Drive N 68-21-02 E, 95.19 feet to a rebar; thence turning and running along property of Olin W. Hollis, Jr. as follows: S 09-42-05 E, 31.88 feet to a PK nail; in a curve to the left having a radius of 100.00 feet, an arc distance of 84.59 feet, the chord of which runs S 35-10-53 E, 82.09 feet to a PK nail; S 58-09-49 E, 36.04 feet to a rebar; N 44-44-46 E, 164.97 feet to a magnetic nail; N 36-34-36 W, 59.14 feet to an "X" in concrete; thence turning and running along Forest Drive as follows: N 68-16-41 E, 594.92 feet to a rebar; in a curve to the right having a radius of 92.93 feet, an arc distance of 44.96 feet, the chord of which runs N81-57-26 E, 44.52 feet to a rebar; N 09-2743 E, 23.9 feet to an "X" cut in concrete; N 69-11-44 E, 140.34 feet to a rebar; S 46-09-12 E, 29.02 feet to a rebar; in a curve to the right having a radius of 89.22 feet, an arc distance of 55.43 feet, the chord of which runs N 60-56-39 E, 54.54 feet to a rebar; N78-48-08 E, 17.00 feet to a calculated point in grate; thence turning and running along property of Colt Site 12 Inc. as follows: S 16-47-13 E, 165.96 feet to a rebar; N 77-22-02 E, 169.17 feet to the POINT OF BEGINNING.

LESS AND EXCEPT: "TGI Friday's Parcel"

ALL THAT CERTAIN piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 0.143 acres, according to a plat of survey entitled "Boundary Survey of Richland Mall TGI Friday's", prepared by B. P. Barber & Associates, Inc., dated March 19, 2005 and recorded on April 19, 2005 in the Office of the Register of Deeds for Richland County in Book 1044 at Page 323. Reference to said plat is hereby made for a metes and bounds description thereof.

LESS AND EXCEPT: "Verizon Wireless Parcel"

ALSO: ALL THAT CERTAIN piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 9.391 acres, according to a plat of survey entitled "Boundary Survey for Richland Mall Verizon Wireless", prepared by B. P. Barber & Associates, Inc., dated April 4, 2005, last revised June 7, 2005, and recorded on June 14, 2005 in the Office of the Register of Deeds for Richland County in Book 1063 at Page 652. Reference to said plat is hereby made for a metes and bounds description thereof.

LESS AND EXCEPT: "Bank of America Parcel"

ALL THAT CERTAIN piece, parcel, or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 0.77 acres, according to a plat of survey entitled "Plat Prepared for Windsor Richland Mall, L.P., a Texas Limited Partnership", prepared by Baxter Land Surveying Co., Inc., dated February 11, 2003, and recorded on February 28, 2005 in the Office of the Register of Deeds for Richland County in Book 1027 at Page 2697. Reference to said plat is hereby made for a metes and bounds description thereof.

TMS Nos.: R13908-04-35; R14001-11-11; and R14005-08-002 (for informational purposes only)

AND ALSO

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 (VERIZON WIRELESS PARCEL)

All that certain piece, parcel or of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina; the same being shown as 9.391 acres on a Boundary Survey of Richland Mall Verizon Wireless for Windsor Richland Mall, Limited Partnership by B.P. Barber & Associates, Inc. dated April 4, 2005, revised April 16, 2005, last revised June 7, 2005 and recorded in the Office of the Register of Deeds for Richland County on June 14, 2005 in Book 1063 at page 652.

PARCEL 2 (EASEMENT PARCEL)

Together with rights under the Reciprocal Easement, Covenant, Operation and Restriction Agreement and Declaration dated September 7, 2005 by and between BRC Richland, LLC, a Georgia liability company and Windsor Richland Mall, L.P., a Texas limited partnership, to be recorded, and being more particularly as:

That certain tract of land, with improvements thereon, situate, in the Town of Forest Acres, Richland County, South Carolina, containing 32.9393 acres as shown on ALTA/ACSM Land Title Survey prepared for JTL Capital, LLC by Steadman & Associates, Inc. dated October 3, 2002, revised December 13, 2002, in the Office of the Register for Richland County in Book 739 at page 10, said plat being incorporated herein by reference, said property being more particularly described as follows:

BEGINNING at a point designated as "POB", point being PK nail along the western margin of the right-of-way of Beltline Boulevard (SC. Highway No. 16) where the subject property corners with property of Colt Site 12 Inc. a distance of 165.15 feet from the intersection of Beltline Boulevard with the southern margin of the right-of-way of Forest Drive (SC Highway No. 12) and running along Beltline Boulevard as follows: in a curve to the right having a radius of 141.03 feet, an arc distance of 38.64 feet, the chord of which runs S06°00'05"W - 38.52 feet to a rebar, S76°30'04"E - 29.01 feet to an "X" in concrete; S24°20'15"E - 66.01 feet to a PK nail; S20°58'56"W - 29.14 to a rebar; in a curve to the right have radius of 33.77 feet, an arc distance of 22.47 feet, the chord of which runs S49°48'51"E - 22.06 feet to a PK nail; S27°51'15"E - 103.05 feet to a rebar; S28°34'06"E - 516.43 feet to a rebar; in a curve to the right having a radius of 52.17 feet, an arc distance of 35.19 feet, the chord of which runs S48°47'02"E - 34.53 feet to a rebar; S28°43'30"E - 131.12 feet to a rebar; S21° 53'30"E - 101.50 feet to a rebar; S31°13'04"E - 149.11 feet to a rebar; S31°45'00"E - 19.48 feet to L rebar; S40°50'56"E - 84.66 feet to a PK nail; S40°56'04"E - 109.70 feet to a rebar; thence turning and running along property of Woodland Village Apartments S42°18'17"W - 285.91 feet to a rebar; thence turning and running along property of Diane R. Spearman as follows: N59°24'55"W - 186.52 feet to a rebar; N64° 17'05"W - 51.76 feet to an open top; S03°25'35"E - 104.94 feet to an open top; thence turning and running along Brookwood Court S85°00'43"W - 65.00 feet to a calculated point; thence turning and running along property of McQueen Smith as follows: N04°44'57"W - 120.00 feet to an open top; N53°20'55"W - 66.63 feet to an open top; S63°51'41"W - 73.18 feet to pinch top; thence turning and running along property of Scott L Whelchel & Dana H, Whelchel N26°02'32"W - 65.25 feet to an open top; thence turning and running along property of David B. Tate as follows: N26°28'42"W - 65.03 feet to a rebar; N26029'46"W- 64.72 feet to a calculated point in concrete; S63°33'42"W - 150.00 feet to a rebar; thence turning and running along Colin Kelly Drive as follows: N25°26'03"W - 280.00 feet to a rebar, in a curve to the left having a radius of 223.79 feet, an arc distance of 77.04 feet, the chord of which runs N52°37'33"W - 76.66 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.05 feet, the chord of which runs S87°56'06"W - 76.67 feet to a rebar; S63°34'32"W - 250.47 feet to an open top; thence turning and running along McArthur Avenue N26°18'28"W - 70.15 feet to a rebar; thence turning and running along the terminus of McArthur Avenue and along property of Paula R.

Bunt S63°46'47"W - 199.92 feet to an open top; thence turning and running along property of Sunnyside Properties, Inc. as follows: N26°38'48"W - 102.35 feet to an open top; N26°31'13"W - 77.43 feet to an open top; thence turning and continuing along property of Sunnyside Properties, Inc. and along property of Claiborne E. Reeder and Nancy P. Reeder N25°58'44"W - 60.13 feet to an open top; thence turning and continuing along property of Claiborne E. Reeder and Nancy P. Reeder and long properties of C. H. Reeder and Nancy P. Reeder, Robert G. Cook and Robin D. Anderson, George L. Bryant, Catherine H. Bradley, Martha Diaz, and Joseph M. Diaz and Martha Diaz N26°15'04"W - 324.64 feet to an open top; thence turning and running along property of Sharon Kay Ford as follows: N63°38'18" - 52.16 feet to an open top; N76°42'51"W - 78.96 feet to an open top; thence turning and running along properties of Martha Diaz and Lorraine M. Tablas N25°58'03"W - 103.51 feet to a rebar; thence turning and continuing along property of Lorraine M. Tablas S63°34'24"W - 53.87 feet to a rebar; thence turning and running along of Bruckner Associates A Partnership as follows: N26°38'33"W - 87.35 feet to a rebar; S68°31'11"W - 30.08 feet to a pinch top; thence turning and running along property of Carolina Associates, A.S.C. Partnership N26°31'33"W - 79.43 feet to an open top; thence turning and running along Forest Drive N68°21'02"E - 95.19 feet to a rebar; thence turning and running along property of Olin W. Hollis, Jr. as follows: S09°42'05"E - 31.88 feet to a PK nail; in a curve to the left having radius of 100.00 feet, an arc distance of 84.59 feet, the chord of which runs S35°10'53"E - 82.09 feet to a PK nail; S58°09'49"E - 36.04 feet to a rebar; N44°44'46"E - 164.97 feet to magnetic nail; N36°34'36"W - 59.14 feet to an "X" in concrete; thence turning and running along Forest Drive as follows: N68°16'41"E - 594.92 feet to a rebar; in a curve to the right having a radius of 92.93 feet, an arc distance of 44.96 feet, the chord of which runs N81°57'26"E - 44.52 feet to a rebar; N09°27'43"E - 23.49 feet to an "X" cut in concrete; N69° 11 '44"E - 140.34 feet to a rebar; S46°09'12"E - 29.02 feet to a rebar; in a curve to the right having a radius of 89,22 feet, an arc distance of 55.43 feet, the chord of which runs N60°56'39"E - 54.54 feet to a rebar; N78°48'08"E - 17.00 feet to a calculated point in grate; thence turning and running along property of Colt Site 12 Inc. as follows: S16°47'13"E - 165.96 feet to a rebar; N77°22'02"E - 169.17 feet to the Point of Beginning.

TMS No.: R13908-04-36 (for informational purposes only)

PARCEL 3 (TGI FRIDAY'S PARCEL)

Being the following tracts and parcels located in Richland County, South Carolina and being more particularly described as follows: That parcel of land, with improvements thereon, situate in the Town of Forest Acres, Richland County, South Carolina, containing 0.143 acre as shown on Boundary Survey of Richland Mall TGI Friday's prepared for Windsor Richland Mall, Limited Partnership by B. P. Barber & Associates, Inc. dated March 29, 2005, recorded in the Office of the Register of Deeds for Richland County on April 19, 2005 in Book 1044 at page 323, said plat being incorporated herein by reference for a more complete description of said property,

Together with all rights and easements, established pursuant to Reciprocal Easement, Covenant, Operation and Restriction Agreement and Declaration between BRC Richland, LLC and Windsor Richland Mall, L.P. dated September 7, 2005 and recorded on September 12, 2005 in Book 1097 at Page 2024.

TMS No.: R13908-04-37 (for informational purposes only)

EXHIBIT B (See Section 2.2)

DESCRIPTION OF INFRASTRUCTURE CREDIT

The Company shall be entitled to receive, and the County shall provide, an Infrastructure Credit against each annual Fee Payment due and owing from the Company to the County with respect to the Project as provided in this Agreement in an annual amount sufficient to reduce the amount of each such annual Fee Payment due, so that the resulting net annual Fee Payment due equals the Base Fee Payment Amount (as defined below), until the earlier to occur of (i) the date on which the Aggregate Infrastructure Credits Amount (as defined below) have been provided in connection with the Project, or (ii) the 20th annual Fee Payment due and owing from the Company to the County with respect to the Project (the “Credit Term”).

For purposes of this Agreement, “Base Fee Payment Amount” shall mean the amount of *ad valorem* taxes levied with respect to the Base Property for Tax Year [2021], which Base Fee Payment amount totals [\$206,719.56].

For purposes of this Agreement, “Aggregate Infrastructure Credits Amount” shall mean the lesser of (i) the Company’s investment in Infrastructure and (ii) \$23,000,000 (collectively, and, as applicable, “Aggregate Infrastructure Credits Amount”),

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Bullstreet Apartments, LLC, a company previously identified as Project Framework; and other related matters

Notes:

First Reading: July 19, 2022

Second Reading: September 20, 2022

Third Reading: October 4, 2022 {Tentative}

Public Hearing: October 4, 2022

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO BULLSTREET APARTMENTS, LLC, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT FRAMEWORK; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina (“Fairfield”), the I-77 Corridor Regional Industrial Park (“Park”) and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, BullStreet Apartments, LLC, a Florida limited liability company previously identified as Project Framework (the “Company”), has, as part of a commercial development to be located in the County, committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$80,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Land and other real and personal property comprising the Project (collectively, the “Property”) in the Park; and

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is located, must consent to the expansion of the boundaries of the Park to include the Property in the Park in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement with the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public

Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. *Statutory Findings.* Based on representations made by the Company to the County, the County finds that the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

Section 2. *Expansion of the Park Boundaries; Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is, contingent upon the City of Columbia's consent to such expansion in accordance with Section 4-1-170(C) of the Act, authorized. The Chair of County Council ("Chair") is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park's boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

Section 3. *Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Public Infrastructure Credits, as more particularly set forth in the Agreement, against the Company's Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement's terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: July 19, 2022
Second Reading: September 20, 2022
Public Hearing: October 4, 2022
Third Reading: October 4, 2022

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

BULLSTREET APARTMENTS, LLC

Effective as of: October 4, 2022

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of October 4, 2022 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and BULLSTREET APARTMENTS, LLC, a Florida limited liability company previously identified as Project Framework (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, as part of a commercial development to be located in the County, the Company has committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$80,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on October 4, 2022 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [_____, 2022] in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Public Infrastructure, including, but not limited to, the Company Public Infrastructure, as defined below, will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

Section 1.2. *Representations and Covenants by the Company.* The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of Florida, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete any and all Company Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$80,000,000 in taxable property in the Project ("Investment Commitment") by October 4, 2027 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the

Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Deadline shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify its actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the Company's investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth on Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described on Exhibit C hereto.

(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit, the County shall prepare and issue the Company's annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in **Section 2.3(a)** of this Agreement ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company's Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, as defined on Exhibit C hereto, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit D, as may be amended by subsequent resolution, with respect to the Company.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are "Events of Default" under this Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) An abandonment or closure of the Project; for purposes of this Agreement, "abandonment or closure of the Project" means failure to place all or a portion of the Project in service by December 31, 2027;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in **Sections 2.1** and **2.2** of this Agreement and under **(a)** above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. *Nonwaiver.* A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in the Company Public Infrastructure; and (iv) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

Section 4.3. *Provisions of Agreement for Sole Benefit of County and Company.* Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. Entire Agreement. This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10. Agreement to Sign Other Documents. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. Agreement's Construction. Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. Amendments. This Agreement may be amended only by written agreement of the Parties.

Section 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

[TWO SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, BullStreet Apartments, LLC has caused this Agreement to be executed by its authorized officer, effective the day and year first above written.

BULLSTREET APARTMENTS, LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

All that certain piece, parcel, or lot of land, with improvements thereon, situate, lying and being in the Bull Street District in the City of Columbia, County of Richland, State of South Carolina, located adjacent to the left field of Segra Park and containing approximately 6.07 acres, more or less, bearing Richland County Tax Parcel Nos. R11501-01-04 (portion of), R11501-01-21 (portion of), and R11501-01-01 (portion of), the approximate boundaries of which are outlined in red below.



[*Legal description to be modified, and Tax Map Number to be inserted, following third reading.]

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes a structured parking garage featuring approximately 682 parking spaces; the Company anticipates that approximately forty to forty-five percent of such parking spaces will be shared with future commercial/retail development in the BullStreet District and approximately three to five percent of such parking spaces will be made available to the public. In addition to the structured parking garage, the Company Public Infrastructure will consist of extensive streetscape improvements, including the construction or restoration of an estimated 87 on-street public parking spaces, and an approximately 25,000 square foot outdoor public art walk and plaza that will connect to an on-site art gallery. The anticipated total cost of the Company Public Infrastructure is approximately \$22,626,500, and is further detailed below:

Company Public Infrastructure Budget Estimate	
Description	Budget
Structured Parking Garage	\$19,096,000
Public Streetscape Improvements	\$437,500
On-Street Public Parking	\$1,218,000
Public Art Walk & Plaza	\$1,875,000
Total Projected Company Public Infrastructure Costs	\$22,626,500

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops.

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10th year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

EXHIBIT D (See Section 2.4)

**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

See attached.

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

Richland County Council Request for Action

Subject:

An Ordinance authorizing several easements to Dominion Energy South Carolina, Inc. for the transportation of gas, oil petroleum products, or any other liquids, gases, or substances which can be transported through a pipe line; located on property owned by Richland County along Clemson Road; and as is more fully described herein

Notes:

First Reading: September 13, 2022

Second Reading: September 20, 2022

Third Reading: October 4, 2022 {Tentative}

Public Hearing: October 4, 2022

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-22HR

AN ORDINANCE AUTHORIZING SEVERAL EASEMENTS TO DOMINION ENERGY SOUTH CAROLINA, INC. FOR THE TRANSPORTATION OF GAS, OIL PETROLEUM PRODUCTS, OR ANY OTHER LIQUIDS, GASES OR SUBSTANCES WHICH CAN BE TRANSPORTED THROUGH A PIPE LINE; LOCATED ON PROPERTY OWNED BY RICHLAND COUNTY ALONG CLEMSON ROAD; AND AS IS MORE FULLY DESCRIBED HEREIN.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant to DOMINION ENERGY SOUTH CAROLINA, INC. three permanent easements and two temporary easements over a portion of county owned land for the transportation of gas, oil petroleum products, or any other liquids, gases or substances which can be transported through a pipe line; all as specifically described in: 1) Easement #903234; 2) R.W. No. T-R22900-02-07 TMS No. R22900-02-07 TEMPORARY WORK SPACE AGREEMENT; 3) Easement #902880; 4) Easement #903503; and 5) R.W. No. T-R25800-04-01 TMS No. R25800-04-01 TEMPORARY WORK SPACE AGREEMENT; all of which are attached hereto and incorporated herein.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of _____, 2022.

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading:
Second Reading:
Public Hearing:
Third Reading:

R.W. No. T-R22900-02-07
TMS No. R22900-02-07

TEMPORARY WORK SPACE AGREEMENT

THIS AGREEMENT made and entered into as of this _____ day of _____, 2022, by _____, of **Richland County**, hereinafter called "Grantor," does hereby temporarily grant to Dominion Energy South Carolina, Inc. ("DESC" or "Grantee"), a South Carolina corporation, whose primary address is 220 Operation Way, Cayce, SC 29033, permission to enter Grantor's land, owned and situated in Richland County, State of South Carolina, hereinafter referred to as the "Property".

Tax Map Number: R22900-02-07

The undersigned, for and in consideration of the sum of **Six Thousand Six Hundred Fifteen 00/100 Dollar(s) (\$6,615)** paid by DESC, the receipt of which is hereby acknowledged, agrees as follows:

1. Grants DESC its employees, agents and contractors, a **Temporary Work Space**, (0.778) acre(s), more or less, area along and adjacent to the lands granted in a Right-of-Way Grant for ingress and egress to the Property as shown on the map prepared by SGC for Dominion Energy as shown on **EXHIBIT "A"**, as attached and for purposes of the construction on a natural gas pipeline ("Permitted Activities") and provided that all other terms of this Agreement are complied with.
2. DESC shall be responsible for any and all costs related to the Permitted Activities, including installation, operation, and removal of equipment on the Property. The scope, sequence, and timing of the Permitted Activities shall be at the sole discretion of DESC.
3. DESC shall bear the cost of any damage to the Property caused by DESC during the exercise of the Permitted Activities described in this Agreement. DESC will restore the Property to as reasonable of a condition as prior to the Permitted Activities being performed.
4. If Grantor owns less than the full interest in the above described land, then the amount of the Temporary Work Space consideration shall be reduced proportionately.
5. This Agreement may be executed by Grantor and Grantee in two or more counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument, and each Grantor shall receive payment hereunder in such proportion as his/her respective interest bears to the entire fee simple title.
6. This Agreement shall terminate upon completion of construction.

Commented [DTL1]: Remove this section if for TWS ONLY.

Commented [DTL2]: Use this section as needed....delete if not needed.

The Remainder of This Page Left Bank Intentionally

Signed and Delivered this _____ day of _____, 2022.

Grantor(s) **Richland County**

Witness

Print Name: _____

Witness

Easement # 903234

INDENTURE, made this _____ day of _____, 2022 by and between **Richland County** of the County of **Richland** and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee and the additional consideration hereinafter set forth, Grantor hereby grants and conveys to Grantee, its successors and assigns, a right of way of the width as indicated on Exhibit "A" for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products, or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the right to select the route, under, upon, over, through and across the lands of Grantor situate in the County of **Richland**, State of South Carolina. Being a tract of land containing **12.00** acres, more or less, and being the same lands conveyed to Grantor by deed of **Village at Sandhill, LLC**, dated or recorded **5/5/2004** and filed in the Register of Deeds office for **Richland County** in **Deed Book 931 at Page 1478 (the "Property")**.

The Right of Way granted as more fully shown on attached Exhibit "A"

TMS: R22900-02-07

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right of ingress, egress, and access to and from the right of way across and upon the Property as may be necessary or convenient for purposes connected with said right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees ("danger trees") beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected; provided that Grantee will pay to Grantor the fair market value of such danger trees at the time of cutting as determined by a registered professional forester, and the right of entry upon said lands of Grantor for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantor (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantor the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantor within the width of said right of way.

And it is a condition of this grant that Grantee shall tender, and Grantor shall accept, Grantee's check in the sum of Fifteen Thousand Eight Hundred Fifty Five Dollars (\$15,855). Should any liens and encumbrances exist, Grantee reserves the right at its discretion to pay all or any portion of the consideration for this agreement to the holders of any liens on the Property. Such payments to lien holders shall be part of the consideration for this agreement to the same effect as if made directly to the Grantor.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this indenture the day and year first above written.

WITNESS:

Richland County

1st Witness

By: _____ (SEAL)

Print: _____

2nd Witness

Title: _____

R.W. No. T-R25800-04-01
TMS No. R25800-04-01

TEMPORARY WORK SPACE AGREEMENT

THIS AGREEMENT made and entered into as of this _____ day of _____, 2022, by _____, of **Board of Commissioners/Richland County**, hereinafter called "Grantor," does hereby temporarily grant to Dominion Energy South Carolina, Inc. ("DESC" or "Grantee"), a South Carolina corporation, whose primary address is 220 Operation Way, Cayce, SC 29033, permission to enter Grantor's land, owned and situated in Richland County, State of South Carolina, hereinafter referred to as the "Property".

Tax Map Number: R25800-04-01

The undersigned, for and in consideration of the sum of **One Thousand Five Hundred Fifty Dollar(s) (\$1,550)** paid by DESC, the receipt of which is hereby acknowledged, agrees as follows:

1. Grants DESC its employees, agents and contractors, a **Temporary Work Space**, (0.277) acre(s), more or less, area along and adjacent to the lands granted in a Right-of-Way Grant for ingress and egress to the Property as shown on the map prepared by SGC for Dominion Energy as shown on **EXHIBIT "A"**, as attached and for purposes of the construction on a natural gas pipeline ("Permitted Activities") and provided that all other terms of this Agreement are complied with.
2. DESC shall be responsible for any and all costs related to the Permitted Activities, including installation, operation, and removal of equipment on the Property. The scope, sequence, and timing of the Permitted Activities shall be at the sole discretion of DESC.
3. DESC shall have the right to remove or clear trees, underbrush, structures and other obstructions, within the temporary work space.
4. DESC shall bear the cost of any damage to the Property caused by DESC during the exercise of the Permitted Activities described in this Agreement. DESC will restore the Property to as reasonable of a condition as prior to the Permitted Activities being performed.
5. If Grantor owns less than the full interest in the above described land, then the amount of the Temporary Work Space consideration shall be reduced proportionately.
6. Grantor shall receive payment hereunder in such proportion as his/her respective interest bears to the entire fee simple title.
7. This Agreement shall terminate upon completion of construction.

Commented [DTL1]: Remove this section if for TWS ONLY.

Commented [DTL2]: Use this section as needed....delete if not needed.

The Remainder of This Page Left Bank Intentionally

Signed and Delivered this _____ day of _____, 2022.

Grantor(s) **Board of Commissioners
Richland County**

Witness

Print Name: _____

Witness

Easement # 903503

INDENTURE, made this _____ day of _____, 2022 by and between **Board of Commissioners/Richland County** of the County of **Richland** and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee and the additional consideration hereinafter set forth, Grantor hereby grants and conveys to Grantee, its successors and assigns, a right of way of the width of **Eleven point Two Six (11.26')** feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products, or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the right to select the route, under, upon, over, through and across the lands of Grantor situate in the County of **Richland**, State of South Carolina. Being a tract of land containing **3.08** acres, more or less, and being the same lands conveyed to Grantor by deed of **Sinking Fund Commission**, dated or recorded **9/19/1945** and filed in the Register of Deeds office for **Richland County** in **Deed Book 146 at Page 106 (the "Property")**.

The Right of Way granted as more fully shown on attached Exhibit "A"

TMS: R25800-04-01

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right of ingress, egress, and access to and from the right of way across and upon the Property as may be necessary or convenient for purposes connected with said right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees ("danger trees") beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected; provided that Grantee will pay to Grantor the fair market value of such danger trees at the time of cutting as determined by a registered professional forester, and the right of entry upon said lands of Grantor for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantor (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantor the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantor within the width of said right of way.

And it is a condition of this grant that Grantee shall tender, and Grantor shall accept, Grantee's check in the sum of Seven Hundred Fifty Five Dollars (\$755). Should any liens and encumbrances exist, Grantee reserves the right at its discretion to pay all or any portion of the consideration for this agreement to the holders of any liens on the Property. Such payments to lien holders shall be part of the consideration for this agreement to the same effect as if made directly to the Grantor.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this indenture the day and year first above written.

WITNESS:

Board of Commissioners/Richland County

1st Witness

By: _____ (SEAL)

Print: _____

2nd Witness

Title: _____

Easement # 902880

INDENTURE, made this _____ day of _____, 2022 by and between **Board of Commissioners/Richland County** of the County of **Richland** and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee and the additional consideration hereinafter set forth, Grantor hereby grants and conveys to Grantee, its successors and assigns, a right of way of the width as indicated on Exhibit "A" for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products, or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the right to select the route, under, upon, over, through and across the lands of Grantor situate in the County of **Richland**, State of South Carolina. Being a tract of land containing **0.03** acres, more or less, and being the same lands conveyed to Grantor by deed of **Sinking Fund Commission**, dated or recorded **9/19/1945** and filed in the Register of Deeds office for **Richland County** in **Deed Book 146 at Page 106 (the "Property")**.

The Right of Way granted as more fully shown on attached Exhibit "A"

TMS: R25800-04-01

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right of ingress, egress, and access to and from the right of way across and upon the Property as may be necessary or convenient for purposes connected with said right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees ("danger trees") beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected; provided that Grantee will pay to Grantor the fair market value of such danger trees at the time of cutting as determined by a registered professional forester, and the right of entry upon said lands of Grantor for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantor (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantor the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantor within the width of said right of way.

And it is a condition of this grant that Grantee shall tender, and Grantor shall accept, Grantee's check in the sum of Five Hundred Dollars (\$500). Should any liens and encumbrances exist, Grantee reserves the right at its discretion to pay all or any portion of the consideration for this agreement to the holders of any liens on the Property. Such payments to lien holders shall be part of the consideration for this agreement to the same effect as if made directly to the Grantor.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this indenture the day and year first above written.

WITNESS:

Board of Commissioners/Richland County

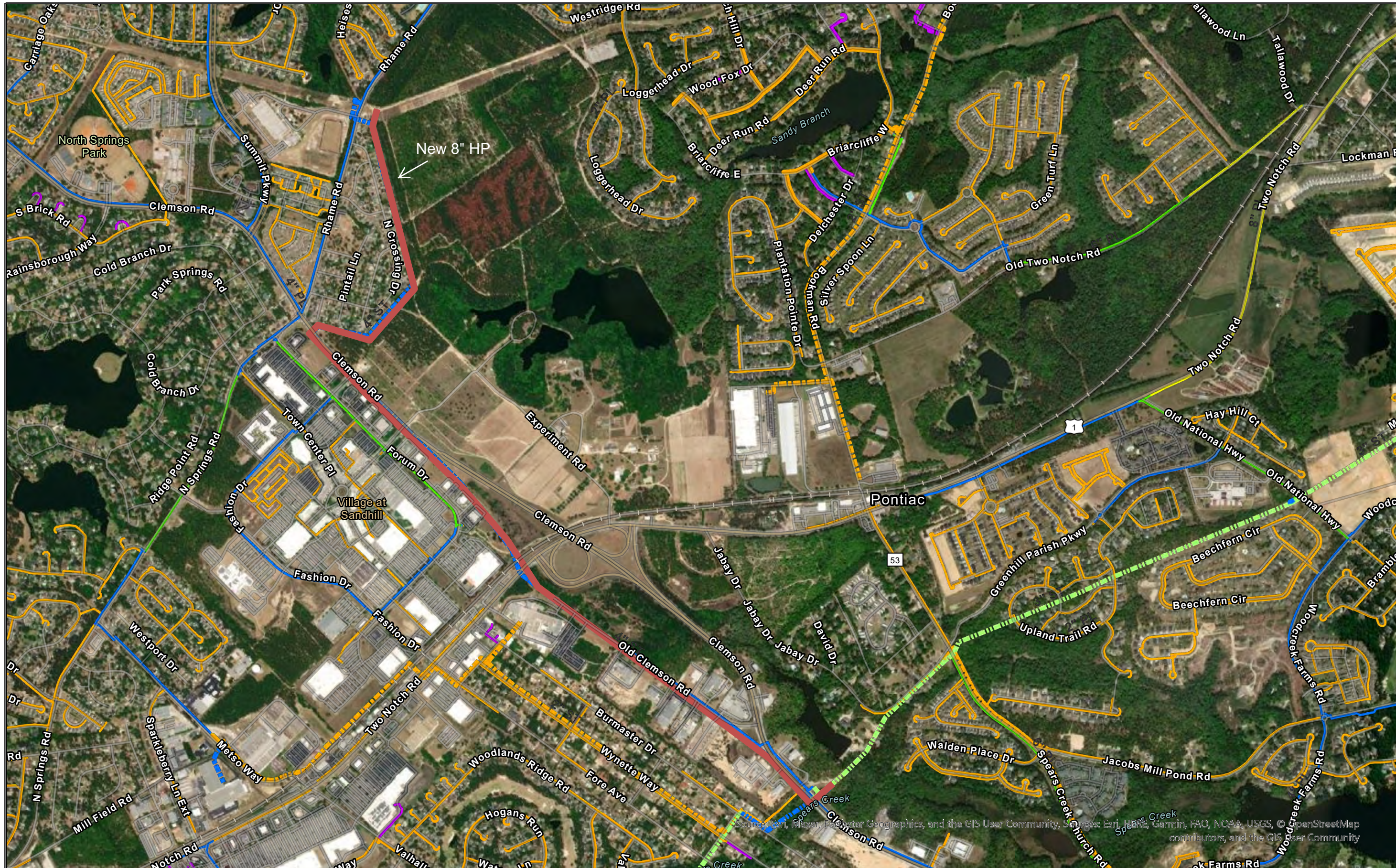
1st Witness

By: _____ (SEAL)

Print: _____

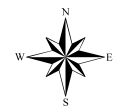
2nd Witness

Title: _____



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

SEWER CROSS BORE INFORMATION
 VERIFIED NO "GAS MAIN" CROSS BORE: YES NO
 *IF NO, EXPLAIN:
 METHODS: (LA) LOCATED AND AVOIDED (OT) OPEN TRENCH (LVP) LOCATED AND VISUALLY POT HOLED (SC) SEWER CAMERA (BHC) BOREHOLE CAMERA
 *THE SEWER CROSS BORE VERIFICATION METHOD SHALL BE INDICATED ON THE AS-BUILT DRAWING FOR EVERY PIPE SECTION INSTALLED BY CONVENTIONAL BORE OR HDD.
 *THE LOCATION OF THE GAS MAIN (PLAN VIEW) SHALL BE SHOWN FOR ALL BORES BY PROVIDING THE DIMENSIONS OF THE ENTRANCE PIT AND EXIT PIT TO A FIXED OBJECT OR LANDMARK.
 *ALL SEWER MAINS WITHIN PROJECT LIMITS MUST BE DEPICTED ON THE AS-BUILT DRAWING TO SHOW THE PROXIMITY TO THE GAS MAIN BEING INSTALLED.
 *FOR SECTIONS NOT MARKED ON THE DRAWING WITH A VERIFICATION METHOD, IT WILL BE ASSUMED THAT THE PARTICULAR SECTION WAS INSTALLED BY OPEN TRENCH.



PLAN SAFETY INTO EVERY JOB

This information for planning usage only and should not be considered exact. A Dominion Energy approved field inspection and locate is required.

Dominion Energy South Carolina Clemson RD 8" HP Growth Feeder Phase 1	
Date: 5/11/2022	Scale: 1:18,056



Richland County FLC
R22900-02-42
\$32,325 total

Tract 24 - Board of
Commissioners/
Richland County
R22900-02-07
\$22,470 total

Tract 27 -
Richland County
R25800-04-01
\$500 total

Tract 27.5 - Board
of Commissioners/
Richland County
R25800-04-01
\$2,305 total



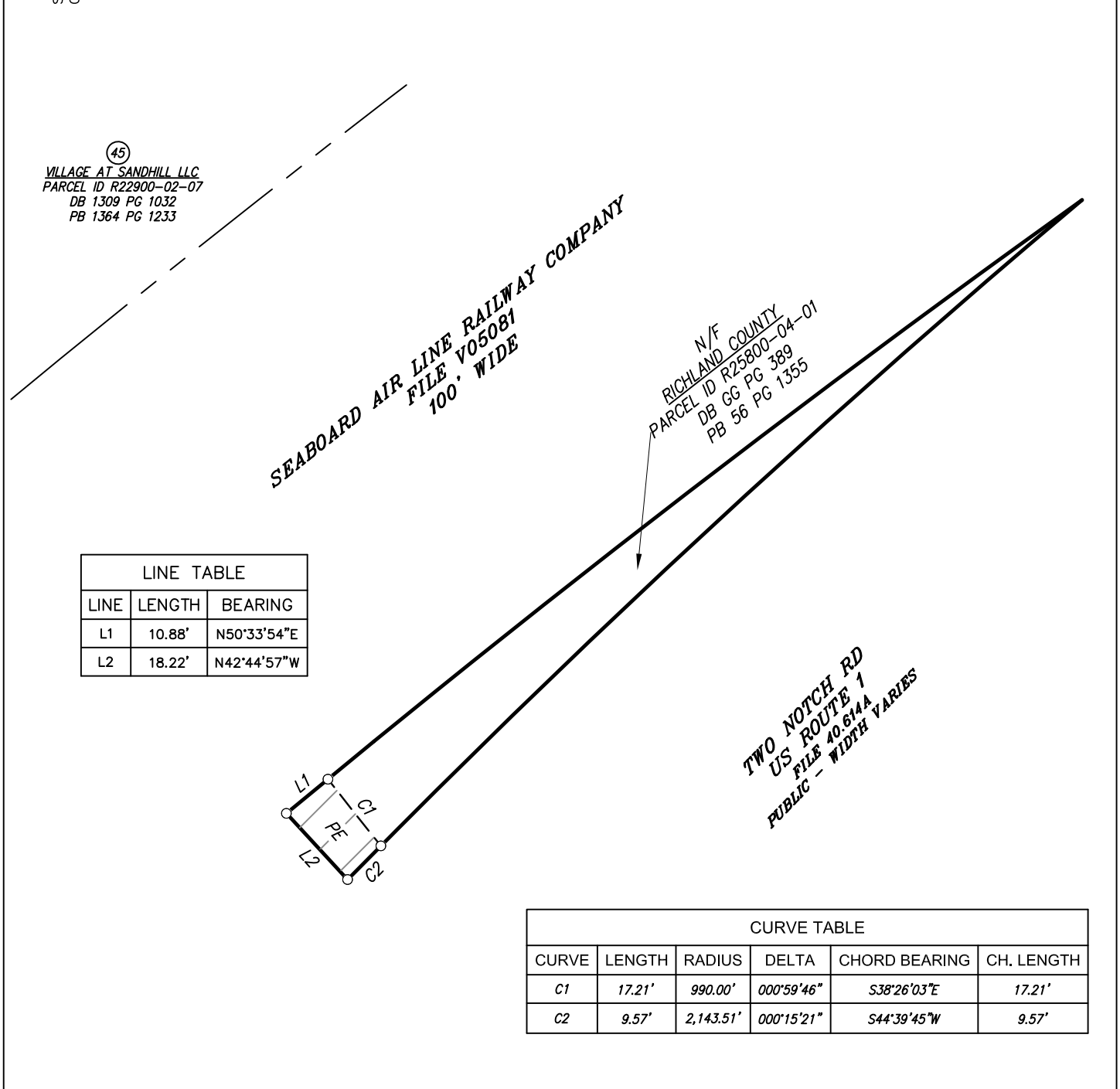
AREA TABLE			<h1 style="margin: 0;">EXHIBIT A</h1>
EASEMENT TYPE	ACRES	SQ. FT.	
PE	0.004	180	
TCE	----	----	

PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE SOUTH CAROLINA STATE GRID SCALE.

SOUTH CAROLINA STATE GRID NORTH NAD83 (2020)

SCALE IN FEET

LOCATION MAP
NOT TO SCALE



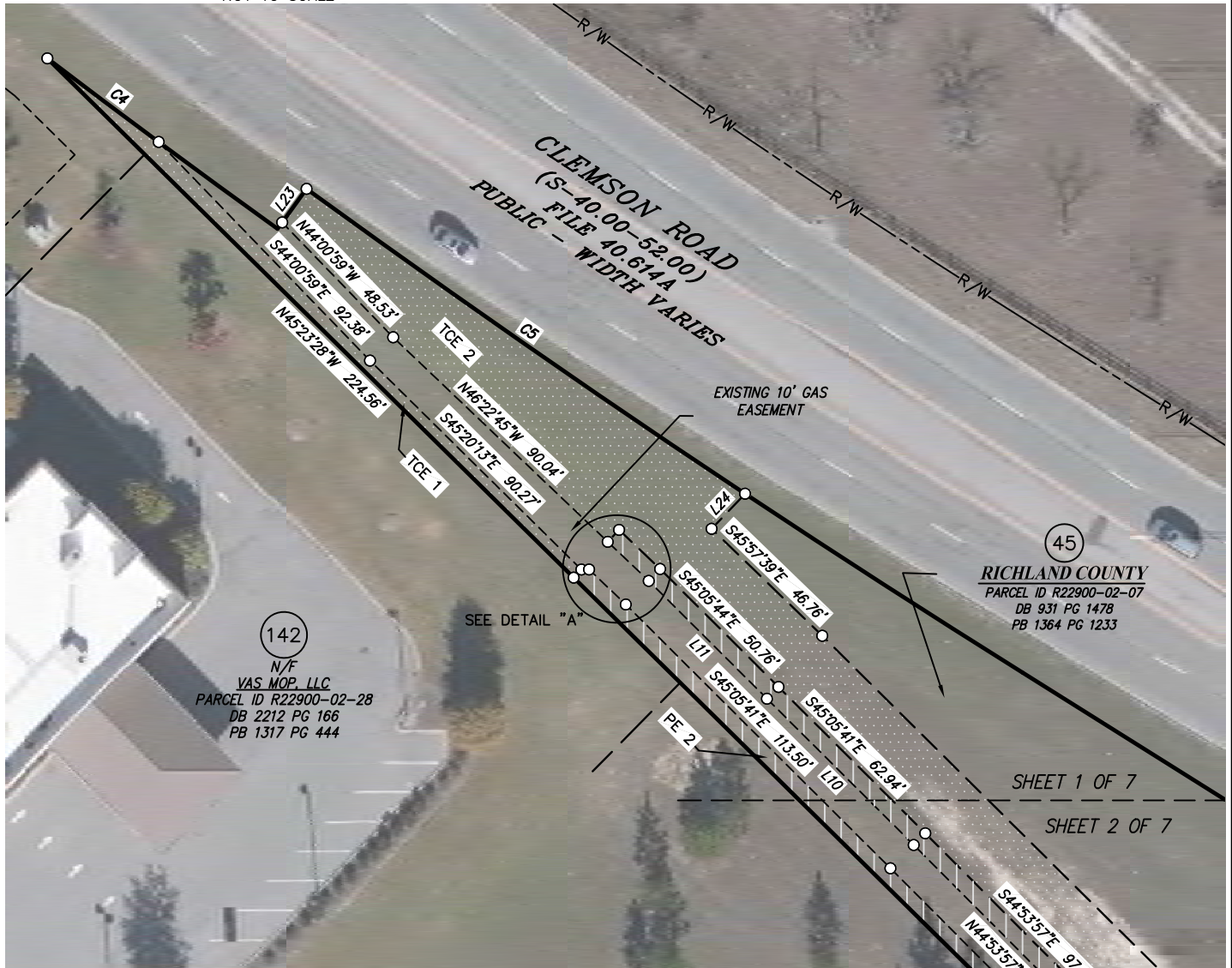
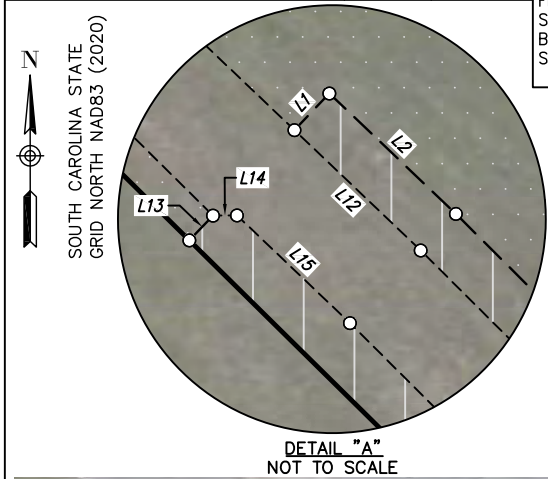
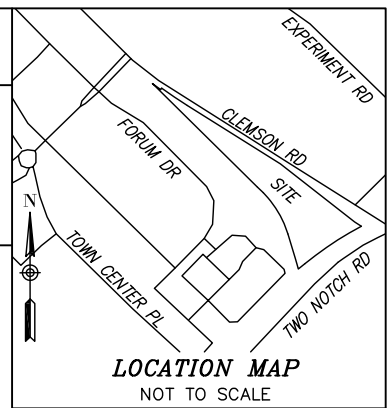
<p>LEGEND</p> <ul style="list-style-type: none"> ○ COMPUTED POINT (NOT SET) PE PERMANENT EASEMENT TCE TEMPORARY CONSTRUCTION EASEMENT POC POINT OF COMMENCEMENT POB POINT OF BEGINNING R/W RIGHT OF WAY N/F NOW OR FORMERLY ————— SUBJECT PARCEL ----- SUBJECT EASEMENT -----R/W----- STREET RIGHT OF WAY ----- ADJACENT PARCEL ----- EXISTING EASEMENT ----- CENTERLINE ----- TIE LINE 	<p>NOTES</p> <ol style="list-style-type: none"> 1. AREA BY COORDINATE COMPUTATION METHOD. 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET. 3. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY. 4. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS FIELD SURVEY.
--	--

<p style="font-size: x-small;">SGC SURVEYING NC, PLLC 156B RACEWAY DRIVE MOORESVILLE, NC 28117 PHONE: (800)-581-4031</p>	<p>DOMINION ENERGY EXHIBIT - PARCEL #129</p>	<p style="font-size: x-small;">DOMINION ENERGY SOUTH CAROLINA, INC. 601 TAYLOR ROAD CAYCE, SOUTH CAROLINA 29033 TELEPHONE NO. (800)251-7234</p>
	<p>EASEMENT ACROSS THE LAND OF RICHLAND COUNTY</p>	
	<p>B/S CLEMSON RD EXT CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA</p>	
REVISION	DATE: 04/09/2021	SCALE: 1"=30'
	DRAWN BY: ECW	DEED: GG
	CHECK BY: EFC	PAGE: 389
1 OF 1		

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PE	0.373	16,257
TCE	0.778	33,871

EXHIBIT A

PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE SOUTH CAROLINA STATE GRID SCALE.



LEGEND	
○	COMPUTED POINT (NOT SET)
PE	PERMANENT EASEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
R/W	RIGHT OF WAY
N/F	NOW OR FORMERLY
—————	SUBJECT PARCEL
-----	SUBJECT EASEMENT
-----R/W-----	STREET RIGHT OF WAY
-----	ADJACENT PARCEL
-----	EXISTING EASEMENT
-----	CENTERLINE
-----	TIE LINE

- NOTES**
1. AREA BY COORDINATE COMPUTATION METHOD.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET.
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 4. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS FIELD SURVEY.

 SGC SURVEYING NC, PLLC 156B RACEWAY DRIVE MOORESVILLE, NC 28117 PHONE: (800)-581-4031	DOMINION ENERGY EXHIBIT PARCEL 45	
	EASEMENT ACROSS THE LAND OF RICHLAND COUNTY	
	CLEMSON ROAD, CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA	
REVISION REVISED WORKSPACE 05/05/22	DATE: 3/2/2021 DRAWN BY: MAI CHECK BY: EFC	SCALE: 1"=50' DEED: 931 PAGE: 1478
1 OF 8	 DOMINION ENERGY SOUTH CAROLINA, INC. 601 TAYLOR ROAD CAYCE, SOUTH CAROLINA 29033 TELEPHONE NO. (800)251-7234	

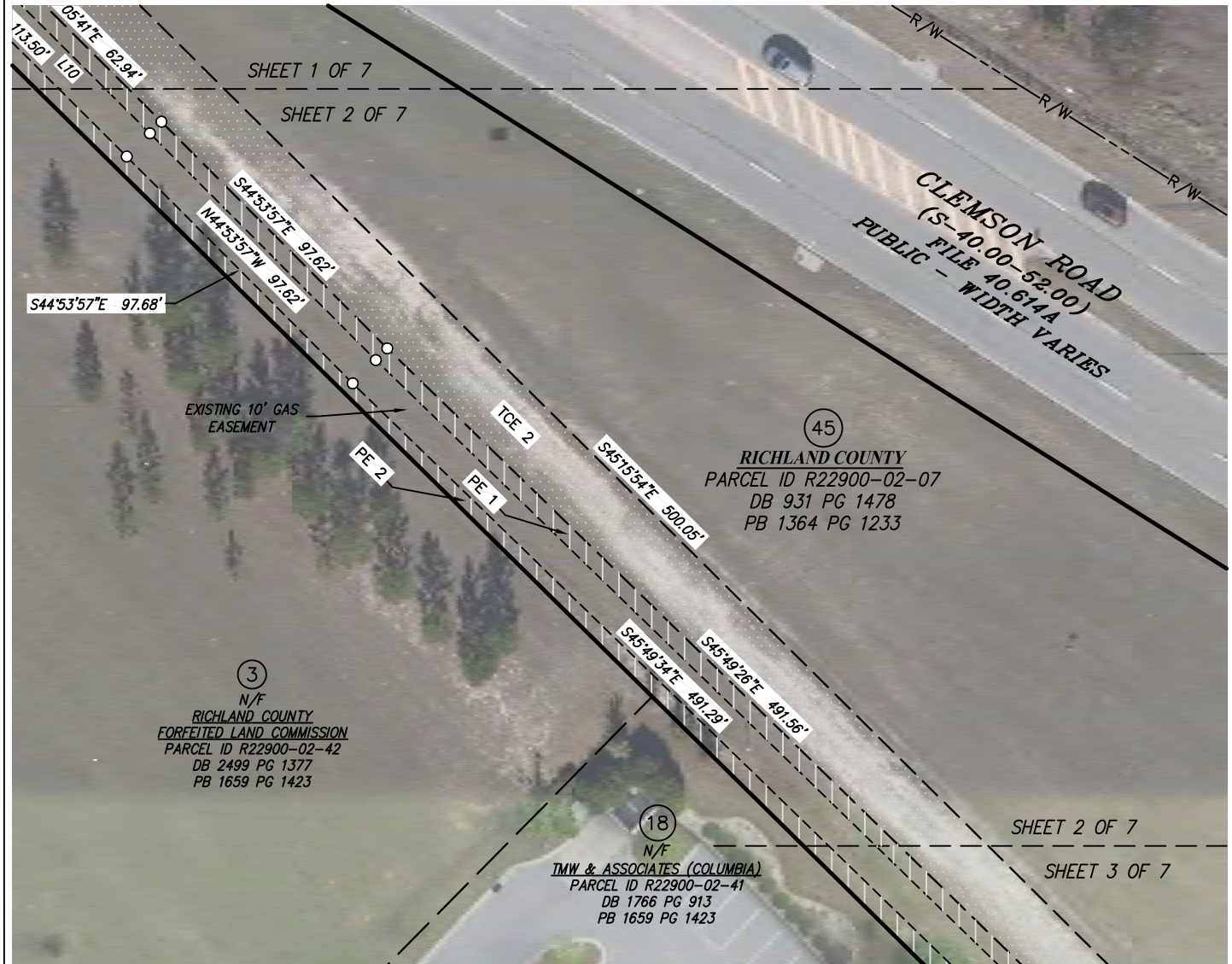
AREA TABLE			<h1>EXHIBIT A</h1>
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TCE	0.778	33,871	

SOUTH CAROLINA STATE
GRID NORTH NAD83 (2020)

SCALE IN FEET

LOCATION MAP

NOT TO SCALE



LEGEND	
○ COMPUTED POINT (NOT SET)	————— SUBJECT PARCEL
PE PERMANENT EASEMENT	- - - - - SUBJECT EASEMENT
TCE TEMPORARY CONSTRUCTION EASEMENT	- - - - - R/W — STREET RIGHT OF WAY
POC POINT OF COMMENCEMENT	————— ADJACENT PARCEL
POB POINT OF BEGINNING	- - - - - EXISTING EASEMENT
R/W RIGHT OF WAY	————— CENTERLINE
N/F NOW OR FORMERLY	- - - - - TIE LINE

- NOTES**
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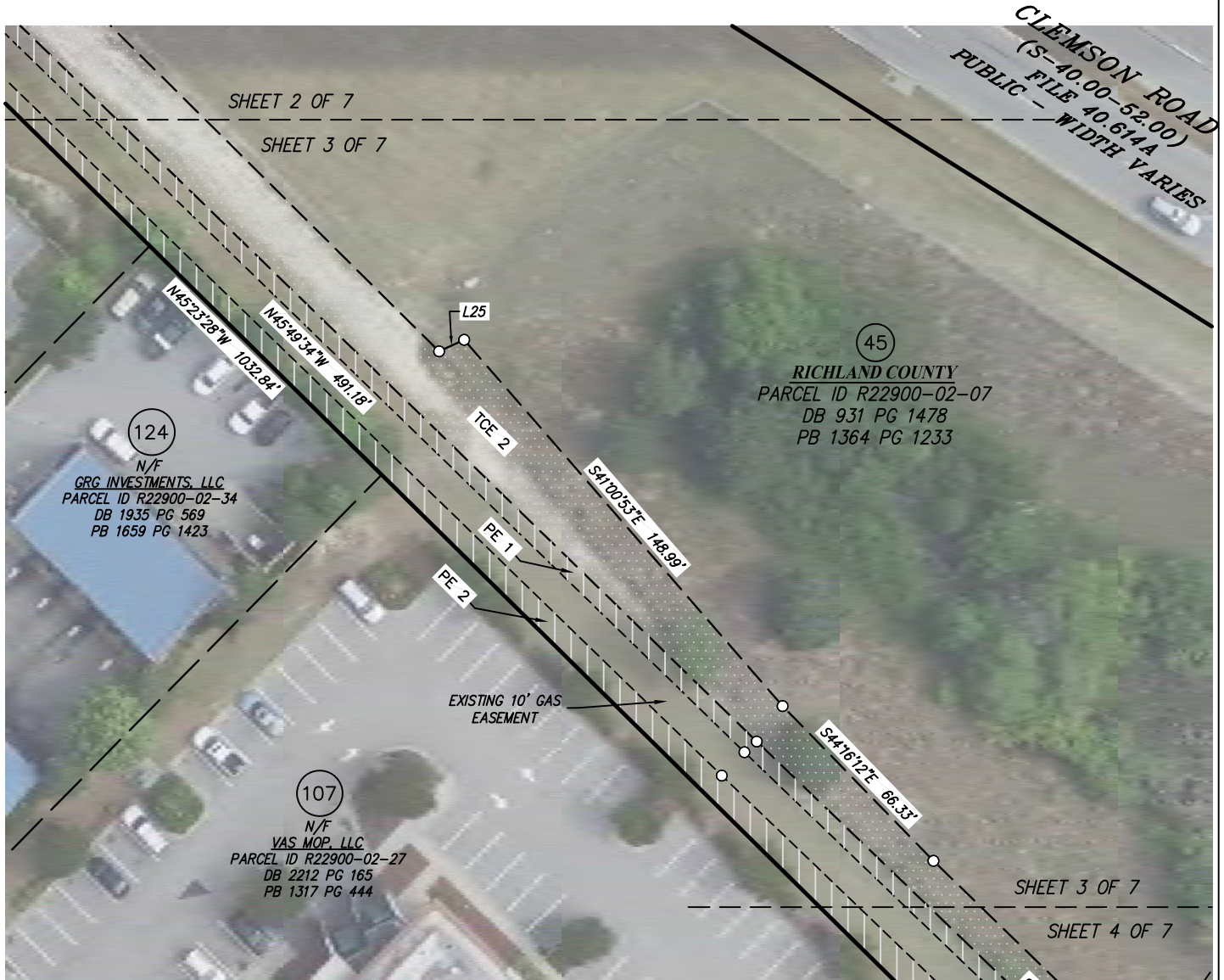
 <small>SGC SURVEYING NC, PLLC 156B RACEWAY DRIVE MOORESVILLE, NC 28117 PHONE: (800)-581-4031</small>	DOMINION ENERGY EXHIBIT PARCEL 45		 Dominion Energy <small>DOMINION ENERGY SOUTH CAROLINA, INC. 601 TAYLOR ROAD CAYCE, SOUTH CAROLINA 29033 TELEPHONE NO. (800)251-7234</small>
	EASEMENT ACROSS THE LAND OF RICHLAND COUNTY		
	CLEMSON ROAD, CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA		
REVISION	DATE: 3/2/2021	SCALE: 1"=50'	
REVISED WORKSPACE 05/05/22	DRAWN BY: MAI	DEED: 931	
	CHECK BY: EFC	PAGE: 1478	
2 OF 8			

AREA TABLE			<h1>EXHIBIT A</h1>
EASEMENT TYPE	ACRES	SQ. FT.	
PE	0.373	16,257	PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE SOUTH CAROLINA STATE GRID SCALE.
TCE	0.778	33,871	

SOUTH CAROLINA STATE
GRID NORTH NAD83 (2020)

SCALE IN FEET

LOCATION MAP
NOT TO SCALE



LEGEND	
○ COMPUTED POINT (NOT SET)	————— SUBJECT PARCEL
PE PERMANENT EASEMENT	- - - - - SUBJECT EASEMENT
TCE TEMPORARY CONSTRUCTION EASEMENT	- - - - - R/W — STREET RIGHT OF WAY
POC POINT OF COMMENCEMENT	————— ADJACENT PARCEL
POB POINT OF BEGINNING	- - - - - EXISTING EASEMENT
R/W RIGHT OF WAY	————— CENTERLINE
N/F NOW OR FORMERLY	- - - - - TIE LINE

- NOTES**
1. AREA BY COORDINATE COMPUTATION METHOD.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET.
 3. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
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 <small>SGC SURVEYING NC, PLLC 156B RACEWAY DRIVE MOORESVILLE, NC 28117 PHONE: (800)-581-4031</small>	DOMINION ENERGY EXHIBIT PARCEL 45	
	EASEMENT ACROSS THE LAND OF RICHLAND COUNTY	
	CLEMSON ROAD, CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA	
REVISION	DATE: 3/2/2021	SCALE: 1"=50'
REVISED WORKSPACE 05/05/22	DRAWN BY: MAI	DEED: 931
	CHECK BY: EFC	PAGE: 1478
3 OF 8		

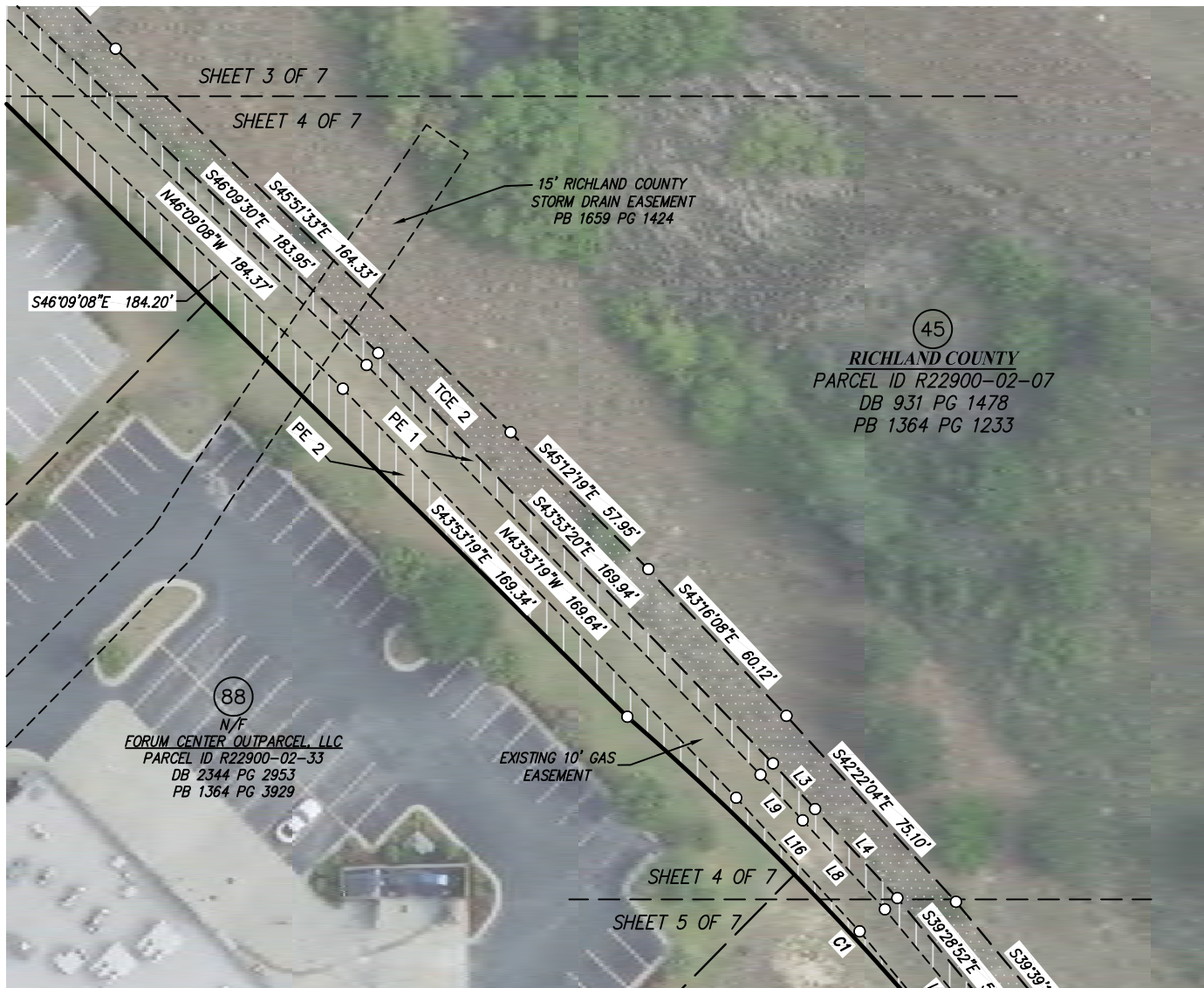
DOMINION ENERGY
SOUTH CAROLINA, INC.
601 TAYLOR ROAD
CAYCE, SOUTH CAROLINA 29033
TELEPHONE NO. (800)251-7234

AREA TABLE			<h1 style="margin: 0;">EXHIBIT A</h1>
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SOUTH CAROLINA STATE GRID NORTH NAD83 (2020)

SCALE IN FEET

LOCATION MAP
NOT TO SCALE



LEGEND	
○ COMPUTED POINT (NOT SET)	————— SUBJECT PARCEL
PE PERMANENT EASEMENT	- - - - - SUBJECT EASEMENT
TCE TEMPORARY CONSTRUCTION EASEMENT	- - - - - R/W — STREET RIGHT OF WAY
POC POINT OF COMMENCEMENT	————— ADJACENT PARCEL
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R/W RIGHT OF WAY	————— CENTERLINE
N/F NOW OR FORMERLY	- - - - - TIE LINE

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 <small>SGC SURVEYING NC, PLLC 156B RACEWAY DRIVE MOORESVILLE, NC 28117 PHONE: (800)-581-4031</small>	DOMINION ENERGY EXHIBIT PARCEL 45	
	EASEMENT ACROSS THE LAND OF RICHLAND COUNTY	
	CLEMSON ROAD, CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA	
REVISION	DATE: 3/2/2021	SCALE: 1"=50'
REVISED WORKSPACE 05/05/22	DRAWN BY: MAI	DEED: 931
4 OF 8	CHECK BY: EFC	PAGE: 1478

DOMINION ENERGY
 SOUTH CAROLINA, INC.
 601 TAYLOR ROAD
 CAYCE, SOUTH CAROLINA 29033
 TELEPHONE NO. (800)251-7234

AREA TABLE			<h1 style="margin: 0;">EXHIBIT A</h1>
EASEMENT TYPE	ACRES	SQ. FT.	
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TCE	0.778	33,871	

SOUTH CAROLINA STATE
GRID NORTH NAD83 (2020)

SCALE IN FEET

LOCATION MAP

NOT TO SCALE



LEGEND		NOTES
○ COMPUTED POINT (NOT SET)	————— SUBJECT PARCEL	1. AREA BY COORDINATE COMPUTATION METHOD. 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET. 3. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY. 4. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS FIELD SURVEY.
PE PERMANENT EASEMENT	----- SUBJECT EASEMENT	
TCE TEMPORARY CONSTRUCTION EASEMENT	----- R/W ----- STREET RIGHT OF WAY	
POC POINT OF COMMENCEMENT	----- ADJACENT PARCEL	
POB POINT OF BEGINNING	----- EXISTING EASEMENT	
R/W RIGHT OF WAY	----- CENTERLINE	
N/F NOW OR FORMERLY	----- TIE LINE	

 <small>SGC SURVEYING NC, PLLC 156B RACEWAY DRIVE MOORESVILLE, NC 28117 PHONE: (800)-581-4031</small>	DOMINION ENERGY EXHIBIT PARCEL 45		 <small>DOMINION ENERGY SOUTH CAROLINA, INC. 601 TAYLOR ROAD CAYCE, SOUTH CAROLINA 29033 TELEPHONE NO. (800)251-7234</small>
	EASEMENT ACROSS THE LAND OF RICHLAND COUNTY		
	CLEMSON ROAD, CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA		
REVISION	DATE: 3/2/2021	SCALE: 1"=50'	
REVISED WORKSPACE 05/05/22	DRAWN BY: MAI	DEED: 931	
	CHECK BY: EFC	PAGE: 1478	
5 OF 8			

AREA TABLE			<h1>EXHIBIT A</h1>
EASEMENT TYPE	ACRES	SQ. FT.	
PE	0.373	16,257	PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE SOUTH CAROLINA STATE GRID SCALE.
TCE	0.778	33,871	

SOUTH CAROLINA STATE GRID NORTH NAD83 (2020)

SCALE IN FEET

LOCATION MAP
NOT TO SCALE



LEGEND	
○ COMPUTED POINT (NOT SET)	————— SUBJECT PARCEL
PE PERMANENT EASEMENT	- - - - - SUBJECT EASEMENT
TCE TEMPORARY CONSTRUCTION EASEMENT	- - - - - R/W — STREET RIGHT OF WAY
POC POINT OF COMMENCEMENT	————— ADJACENT PARCEL
POB POINT OF BEGINNING	- - - - - EXISTING EASEMENT
R/W RIGHT OF WAY	————— CENTERLINE
N/F NOW OR FORMERLY	- - - - - TIE LINE

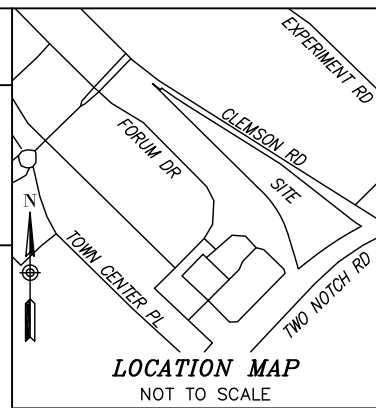
- NOTES**
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	CLEMSON ROAD CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA		
REVISION	DATE: 3/2/2021	SCALE: 1"=50'	
REVISED WORKSPACE 05/05/22	DRAWN BY: MAI	DEED: 931	
6 OF 8	CHECK BY: EFC	PAGE: 1478	

AREA TABLE		
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TCE	0.778	33,871

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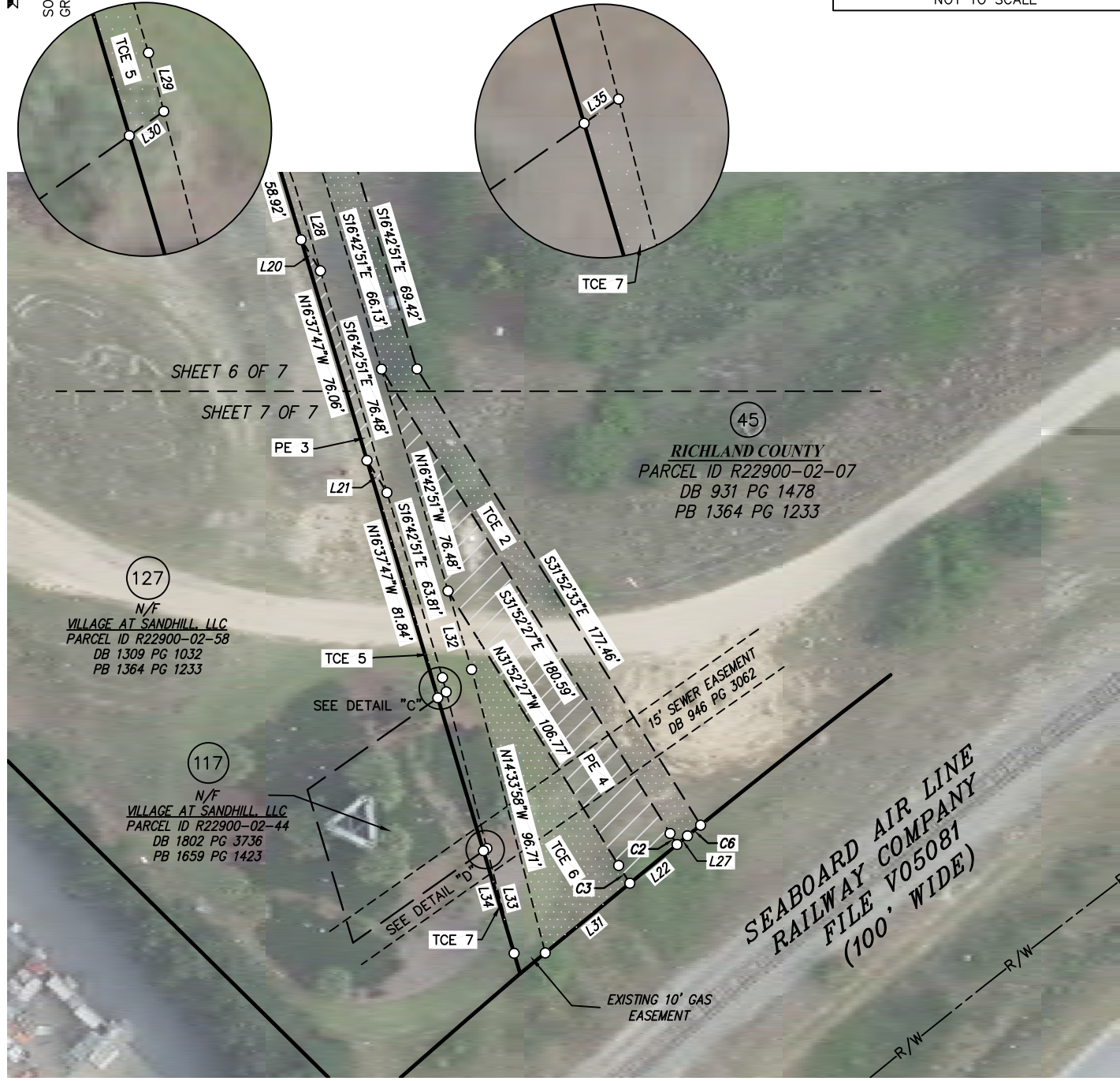


SOUTH CAROLINA STATE GRID NORTH NAD83 (2020)



DETAIL "C" NOT TO SCALE

DETAIL "D" NOT TO SCALE



SEABOARD AIR LINE RAILWAY COMPANY
FILE V05081
(100' WIDE)

LEGEND	
○ COMPUTED POINT (NOT SET)	————— SUBJECT PARCEL
PE PERMANENT EASEMENT	----- SUBJECT EASEMENT
TCE TEMPORARY CONSTRUCTION EASEMENT	----- R/W STREET RIGHT OF WAY
POC POINT OF COMMENCEMENT	----- ADJACENT PARCEL
POB POINT OF BEGINNING	----- EXISTING EASEMENT
R/W RIGHT OF WAY	----- CENTERLINE
N/F NOW OR FORMERLY	----- TIE LINE

- NOTES**
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	<p>EASEMENT ACROSS THE LAND OF RICHLAND COUNTY</p>	
	<p>CLEMSON ROAD, CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA</p>	
<p>REVISION</p>	<p>DATE: 3/2/2021</p>	<p>SCALE: 1"=50'</p>
<p>REVISED WORKSPACE 05/05/22</p>	<p>DRAWN BY: MAI</p>	<p>DEED: 931</p>
<p>7 OF 8</p>	<p>CHECK BY: EFC</p>	<p>PAGE: 1478</p>

DOMINION ENERGY
SOUTH CAROLINA, INC.
601 TAYLOR ROAD
CAYCE, SOUTH CAROLINA 29033
TELEPHONE NO. (800)251-7234

AREA TABLE			<h1 style="margin: 0;">EXHIBIT A</h1>
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TCE	0.778	33,871	

SOUTH CAROLINA STATE
GRID NORTH NAD83 (2020)

LOCATION MAP
NOT TO SCALE

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CH. LENGTH
C1	186.90'	869.31'	012°19'05"	N42°45'56"W	186.54'
C2	4.29'	990.00'	000°14'53"	N31°59'53"W	4.29'
C3	6.94'	1,010.00'	000°23'38"	N32°04'15"W	6.94'
C4	42.28'	3,423.94'	000°42'27"	S53°06'41"E	42.28'
C5	162.25'	3,803.14'	002°26'39"	S55°11'48"E	162.23'
C6	5.58'	2,947.13'	000°06'31"	S50°50'14"W	5.58'
C7	229.30'	869.31'	015°06'46"	N29°03'00"W	228.63'
C8	18.97'	869.31'	001°15'02"	N17°47'35"W	18.97'

LINE TABLE		
LINE	LENGTH	BEARING
L1	4.99'	N43°35'35"E
L2	17.23'	S46°24'25"E
L3	18.54'	S42°44'57"E
L4	36.15'	S42°44'57"E
L5	9.31'	S04°10'03"E
L6	7.52'	N36°34'56"W
L7	57.26'	N39°28'32"W
L8	36.15'	N42°44'57"W
L9	18.54'	N42°44'57"W
L10	62.94'	N45°05'41"W
L11	50.69'	N45°05'41"W
L12	17.20'	N46°22'45"W
L13	3.38'	N43°46'36"E
L14	2.36'	N89°26'45"E
L15	15.39'	S46°22'45"E
L16	54.30'	S42°44'57"E
L17	56.72'	S39°28'32"E
L18	35.22'	S36°34'56"E
L19	0.89'	S16°53'45"E
L20	12.10'	N31°52'27"W

LINE TABLE		
LINE	LENGTH	BEARING
L21	12.53'	N31°52'27"W
L22	20.16'	S50°33'54"W
L23	12.59'	N36°01'32"E
L24	14.72'	S43°43'22"W
L25	8.48'	N65°19'03"E
L26	10.00'	S49°33'35"W
L27	4.50'	S50°33'54"W
L28	28.93'	S16°42'51"E
L29	4.87'	S14°33'58"E
L30	3.39'	S54°50'25"W
L31	36.19'	S50°33'54"W
L32	27.09'	N16°42'51"W
L33	35.79'	S14°33'58"E
L34	35.33'	N16°37'47"W
L35	1.36'	N54°50'25"E

LEGEND	
○ COMPUTED POINT (NOT SET)	
PE PERMANENT EASEMENT	————— SUBJECT PARCEL
TCE TEMPORARY CONSTRUCTION EASEMENT	- - - - - SUBJECT EASEMENT
POC POINT OF COMMENCEMENT	- - - - - R/W ——— STREET RIGHT OF WAY
POB POINT OF BEGINNING	————— ADJACENT PARCEL
R/W RIGHT OF WAY	- - - - - EXISTING EASEMENT
N/F NOW OR FORMERLY	————— CENTERLINE
	- - - - - TIE LINE

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	CLEMSON ROAD, CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA		
REVISION	DATE: 3/2/2021	SCALE: N/A	
REVISED WORKSPACE 05/05/22	DRAWN BY: MAI	DEED: 931	
	CHECK BY: EFC	PAGE: 1478	
8 OF 8			

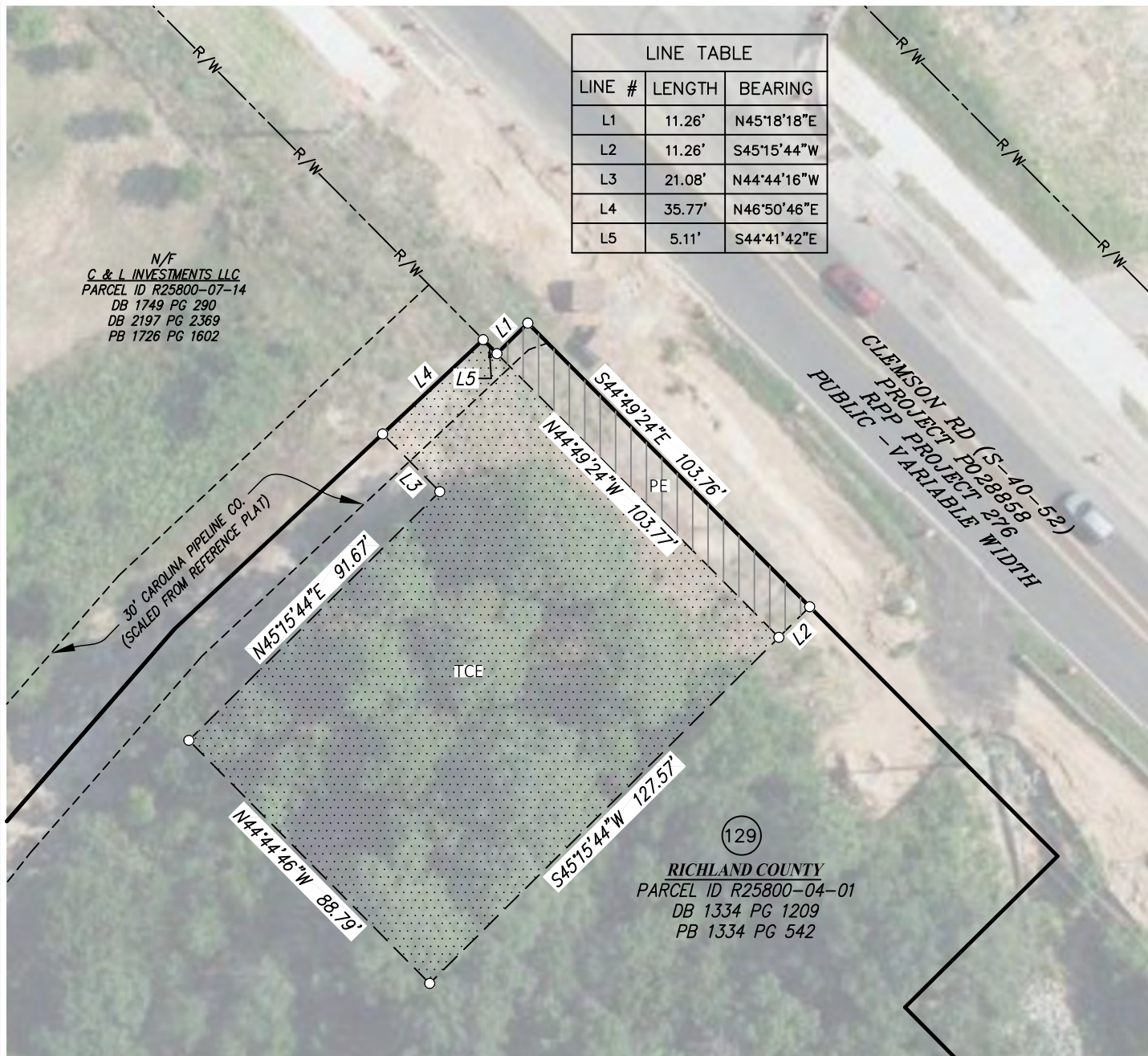
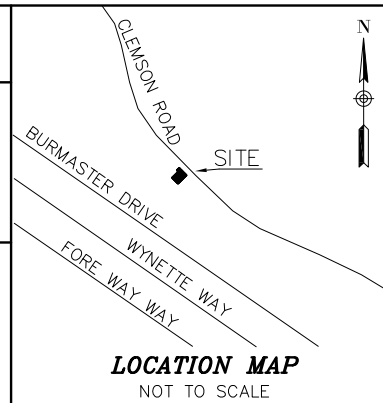
AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PE	0.027	1,168
TCE	0.277	12,057

EXHIBIT A

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N
SOUTH CAROLINA STATE
GRID NORTH NAD83 (2020)



LINE TABLE		
LINE #	LENGTH	BEARING
L1	11.26'	N45°18'18"E
L2	11.26'	S45°15'44"W
L3	21.08'	N44°44'16"W
L4	35.77'	N46°50'46"E
L5	5.11'	S44°41'42"E

LEGEND

○ COMPUTED POINT (NOT SET)	————— SUBJECT PARCEL
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SGC SURVEYING NC, PLLC
156B RACEWAY DRIVE
MOORESVILLE, NC 28117
PHONE: (800)-581-4031

DOMINION ENERGY
EXHIBIT - PARCEL #129

EASEMENT ACROSS THE LAND OF
RICHLAND COUNTY

B/S CLEMSON ROAD
CITY OF COLUMBIA
RICHLAND COUNTY, SOUTH CAROLINA



DOMINION ENERGY
SOUTH CAROLINA, INC.
601 TAYLOR ROAD
CAYCE, SOUTH CAROLINA 29033
TELEPHONE NO. (800)251-7234

REVISION	DATE: 06/09/2022	SCALE: 1"=40'
REVISED WORKSPACE	DRAWN BY: TBC	DEED: 1334
06/09/2022	CHECK BY: ECW	PAGE: 1209
1 OF 1		

Richland County Council Request for Action

Subject:

An Ordinance authorizing the levying of ad valorem property taxes which together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2022 will provide sufficient revenues for the operation of Richland County Government during the period from July 1, 2022 through June 30, 2023

Notes:

First Reading: May 3, 2022
Second Reading: May 26, 2022
Third Reading:
Public Hearing: May 19, 2022

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. -XXHR**

AN ORDINANCE AUTHORIZING THE LEVYING OF AD VALOREM PROPERTY TAXES, WHICH, TOGETHER WITH THE PRIOR YEAR'S CARRYOVER AND OTHER STATE LEVIES AND ANY ADDITIONAL AMOUNT APPROPRIATED BY THE RICHLAND COUNTY COUNCIL PRIOR TO JULY 1, 2022, WILL PROVIDE SUFFICIENT REVENUES FOR THE OPERATIONS OF RICHLAND COUNTY GOVERNMENT DURING THE PERIOD FROM JULY 1, 2022, THROUGH JUNE 30, 2023.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the general Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION 1. That a tax for the General Fund to cover the period from July 1, 2022 to June 30, 2023, both inclusive, is hereby levied upon all taxable property in Richland County, in a sufficient number of mills not to exceed Fifty Nine and Nine tenths (59.9) to be determined from the assessment of the property herein.

SECTION 2. That the additional taxes, besides that noted above in Section 1, to cover the period of July 1, 2022 to June 30, 2023, both inclusive, are hereby levied upon all taxable property in Richland County for the funds:

<u>NAME</u>	<u>MILLS</u>
General Fund Debt Service	10.0
Solid Waste - Landfill	3.59
Capital Replacement	3.5
Library	16.0
Mental Health	1.3
Riverbanks Zoo	1.4
Conservation Commission	0.5
Neighborhood Redevelopment	0.5

SECTION 3. That the additional taxes, besides that noted in Section 1 and 2, to cover the period from July 1, 2022 to June 30, 2023, both inclusive, are hereby levied upon all taxable property located within each of the following respective Special Tax Districts in Richland County for the following Funds:

<u>NAME</u>	<u>MILLS</u>
Fire Service - Operations	22.7
Fire Service - Debt Service	.5
School District One - Operations	266.5
School District One - Debt Service	64.0
School District Two - Operations	331.7

School District Two - Debt Service	104.0
Recreation Commission - Operations	12.5
Recreation Commission - Debt Service	2.5
Midlands Technical College – Operations	3.7
Midlands Technical College - Capital & Debt Service	2.0
Riverbanks Zoo - Debt Service	0.8
Stormwater Management	3.4
East Richland Public Service District - Debt Service	4.0

SECTION 4. Conflicting Ordinances Repealed. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. Separability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION 6. Effective Date. This Ordinance shall become effective.

RICHLAND COUNTY COUNCIL

BY: Overture Walker, Chair

FIRST READING: May 3, 2022
PUBLIC HEARING: May 19, 2022
SECOND READING: May 26, 2022
THIRD READING: October 4, 2022



Paul Brawley

Richland County Auditor

2020 Hampton Street • P.O. Box 192 • Columbia, South Carolina • 29202
Phone (803) 576-2614 • Fax (803) 576-2606 • BRAWLEYP@RCGOV.US

September 28, 2022

The Honorable Overture E. Walker
Chairman
Richland County Council
2020 Hampton Street
Columbia, SC 29204

Dear Chairman Walker:

I am transmitting to you and members of Council the calculated millage rates for 2022.

I have attached to this transmittal a proposed 2022 Millage Schedule for Council's approval. The Millage Schedule does not increase the millage rate on any Council approved Millage Agencies except Landfill. I have also included an impact of the proposed millage rates on an owner-occupied \$100K real property, a non-owner occupied \$100K real property, and on a \$20K automobile by tax district.

I look forward to answering any questions you and the Council members may have on or before October 4, 2022.

Sincerely,

A handwritten signature in black ink that reads "Paul Brawley".

Paul Brawley
Richland County Auditor

cc: County Administrator
Finance Director
Budget Director
Clerk of Council

enclosures

**RICHLAND COUNTY
2022 MILLAGE SCHEDULE**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	1AL	1CC	1CY	1ER	1FA	1TE	1LR 1UR	2AL	2CC	2DP 2SH	2ER	2FA	2TB	2WL	6CC	6TI	6UD
School Operating	266.5	266.5	266.5	266.5	266.5	266.5	266.5	331.7	331.7	331.7	331.7	331.7	331.7	331.7	246.1	246.1	246.1
School Bonds	64.0	64.0	64.0	64.0	64.0	64.0	64.0	104.0	104.0	104.0	104.0	104.0	104.0	104.0	69.5	69.5	69.5
Recreation Commission	12.5	-	12.5	12.5	12.5	12.5	12.5	12.5	-	12.5	12.5	12.5	12.5	12.5	-	12.5	12.5
Recreation Bonds	2.5	-	2.5	2.5	2.5	2.5	2.5	2.5	-	2.5	2.5	2.5	2.5	2.5	-	2.5	2.5
Midlands Technical College	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7
Riverbanks Zoo Bonds	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8
East Richland PSD Bonds	4.0	-	-	4.0	4.0	-	-	4.0	-	-	4.0	4.0	-	4.0	-	-	-
Stormwater Management	3.4	-	-	3.4	3.4	-	3.4	3.4	-	3.4	3.4	3.4	-	3.4	-	-	3.4
Fire Service Operating	22.7	22.7	-	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7
Fire Service Bonds	-	-	-	0.5	0.5	0.5	0.5	-	-	0.5	0.5	0.5	0.5	0.5	-	-	0.5
Windsor Lake Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	18.5	-	-	-
INDUSTRIAL LEVY	382.1	359.7	352.0	382.6	382.6	375.2	378.6	487.3	464.9	483.8	487.8	487.8	480.4	506.3	344.8	359.8	363.7
County Operating	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9
County Bonds	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Library	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0
Mental Health	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3
Riverbanks Zoo Operating	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4
Landfill	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6
Conservation Commission	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Neighborhood Redevelopment	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Capital Replacement	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
COUNTY LEVY	96.7	96.7	96.7	96.7	96.7	96.7	96.7	96.7	96.7	96.7	96.7	96.7	96.7	96.7	96.7	96.7	96.7
SUBTOTAL	478.8	456.4	448.7	479.3	479.3	471.9	475.3	584.0	561.6	580.5	584.5	584.5	577.1	603.0	441.5	456.5	460.4
MUNICIPAL LEVY	-	93.8	58.1	-	50.8	125.0	-	-	93.8	-	-	50.8	-	-	93.8	-	-
TOTAL LEVY	478.8	550.2	506.8	479.3	530.1	596.9	475.3	584.0	655.4	580.5	584.5	635.3	577.1	603.0	535.3	456.5	460.4
LOST CREDIT FACTOR	0.001775	0.004096	0.001775	0.001775	0.002925	0.006425	0.001775	0.001775	0.004096	0.001775	0.001775	0.002925	0.001775	0.001775	0.004096	0.001775	0.001775

MUNICIPALITY	DIST.	LEVY	LOST
City of Columbia	1CC	93.8	0.002321
	2CC	93.8	0.002321
	6CC	93.8	0.002321
	1FA	50.8	0.001150
Forest Acres	2FA	50.8	0.001150
	1TE	125.0	0.004650
Eastover	1CY	58.1	-
City of Cayce	2TB	-	-
Blythewood	6TI	-	-
Town of Irmo	-	-	0.001775
County	-	-	-

SCHOOL DISTRICT ONE

1AL	Arcadia Lakes
1CC	City of Columbia
1ER	East Richland Public SD
1FA	City of Forest Acres
1LR	Lower Richland
1TE	Town of Eastover
1UR	Urban & Rural Areas
1CY	City of Cayce

SCHOOL DISTRICT TWO

2AL	Arcadia Lakes
2CC	City of Columbia
2DP	Dentsville/Pontiac Area (not ERPSD)
2ER	East Richland Public Serv. Dis.
2FA	City of Forest Acres
2TB	Town of Blythewood
2WL	Windsor Lake
2SH	Sandhills Area

SCHOOL DISTRICT SIX (LEX. #5)

6CC	City of Columbia
6TI	Town of Irmo
6UD	Upper Dutch Fork

Tax Year 2022 Projected Millage Worksheet

Paul Brawley
Richland County Auditor

NO MILL INCREASE

Agency	Total TY 22 Budget	Treasurer Carryforward	State Reimbursement	School	Net Taxes	TY22 Millage	Non-Owner Occupied	T Mill Value	21 Millage	Millage Difference	100K R	100K C
							Mill Value				Net Tax Effect 100K	Net Tax Effect 100K
SD #1	241,096,717	56,944	6,943,056	56,341,217	177,755,500	266.5	667,000	940,000	266.5	-		\$ -
SD #2	172,325,821	2,173,842	1,826,158	55,216,121	113,109,700	331.7	341,000	635,000	331.7	-		\$ -
SD #1 Bonds	72,026,281	8,481,289	3,384,992		60,160,000	64.0		940,000	64.0	-	\$ -	\$ -
SD #2 Bonds	74,971,335	6,335,378	2,595,957		66,040,000	104.0		635,000	104.0	-	\$ -	\$ -
Recreation	15,550,000		787,500		14,762,500	12.5		1,181,000	12.5	-	\$ -	\$ -
Rec Bonds	5,019,179	1,885,312	181,367		2,952,500	2.5		1,181,000	2.5	-	\$ -	\$ -
MTC	7,018,600	-	421,500		6,597,100	3.7		1,780,000	3.7	-	\$ -	\$ -
MTCC	3,720,000	38,204	121,796		3,560,000	2.0		1,780,000	2.0	-	\$ -	\$ -
Zoo Bonds	4,527,240	3,007,803	95,437		1,424,000	0.8		1,780,000	0.8	-	\$ -	\$ -
ERPSD Bonds	2,160,518	1,067,962	104,556		988,000	4.0		247,000	4.0	-	\$ -	\$ -
Storm	3,787,000	-	183,000		3,604,000	3.4		1,060,000	3.4	-	\$ -	\$ -
Fire Operating	27,478,000	314,109	1,058,891		26,105,000	22.7		1,150,000	22.7	-	\$ -	\$ -
Fire Bonds	1,006,973	400,576	31,397		575,000	0.5		1,150,000	0.5	-	\$ -	\$ -
General Fund	110,822,500	-	4,200,500		106,622,000	59.9		1,780,000	59.9	-	\$ -	\$ -
County Bonds	29,521,414	10,727,760	993,654		17,800,000	10.0		1,780,000	10.0	-	\$ -	\$ -
Library	29,700,000	-	1,220,000		28,480,000	16.0		1,780,000	16.0	-	\$ -	\$ -
MH	2,427,500	-	113,500		2,314,000	1.3		1,780,000	1.3	-	\$ -	\$ -
Zoo	2,605,000	8,327	104,673		2,492,000	1.4		1,780,000	1.4	-	\$ -	\$ -
Landfill	6,631,000		223,000		6,408,000	3.6		1,780,000	3.4	0.2	\$ 0.80	\$ 1.20
Conservation	917,500		27,500		890,000	0.5		1,780,000	0.5	-	\$ -	\$ -
Neighborhood	917,500		27,500		890,000	0.5		1,780,000	0.5	-	\$ -	\$ -
Capital	6,532,500		302,500		6,230,000	3.5		1,780,000	3.5	-	\$ -	\$ -
										0.2	\$ 0.80	\$ 1.20

100K R Represents Owner Occupied Properties

100K C Represents Non- Owner Occupied Properties

**RICHLAND COUNTY
2022 MILLAGE AND TAX SCHEDULE**

**Residential Property
Owner Occupied
Budget Amendment**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>1AL</u>	<u>1CC</u>	<u>1CY</u>	<u>1ER</u>	<u>1FA</u>	<u>1TE</u>	<u>1LR</u> <u>1UR</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2022 Total Levy		478.8	550.2	506.8	479.3	530.1	596.9	475.3	516.8
2021 Total Levy		478.6	550.0	502.2	479.1	526.9	596.7	475.1	515.5
Net Change		0.2	0.2	4.6	0.2	3.2	0.2	0.2	1.3
Percentage Change		0.0%	0.0%	0.9%	0.0%	0.6%	0.0%	0.0%	0.2%
2022 Tax \$100,000 House		\$ 1,915.20	\$ 2,200.80	\$ 2,027.20	\$ 1,917.20	\$ 2,120.40	\$ 2,387.60	\$ 1,901.20	\$ 2,067.09
Less, Local Option Sales Tax		\$ (177.50)	\$ (409.60)	\$ (177.50)	\$ (177.50)	\$ (292.50)	\$ (642.50)	\$ (177.50)	\$ (293.51)
Less, School Operating Credit		\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)
2022 Net Taxes		\$ 671.70	\$ 725.20	\$ 783.70	\$ 673.70	\$ 761.90	\$ 679.10	\$ 657.70	\$ 707.57
2021 Tax \$100,000 House		\$ 691.40	\$ 749.00	\$ 785.80	\$ 693.40	\$ 772.60	\$ 608.80	\$ 677.40	\$ 711.20
Tax Increase (Decrease)		\$ (19.70)	\$ (23.80)	\$ (2.10)	\$ (19.70)	\$ (10.70)	\$ 70.30	\$ (19.70)	\$ (3.63)
Percentage Change		-2.8%	-3.2%	-0.3%	-2.8%	-1.4%	11.5%	-2.9%	-0.3%
2023 Tax on \$20,000 Auto		\$ 539.06	\$ 578.32	\$ 572.66	\$ 539.66	\$ 577.62	\$ 587.78	\$ 534.86	\$ 561.42
2022 Tax on \$20,000 Auto		\$ 542.92	\$ 583.00	\$ 571.24	\$ 543.52	\$ 578.48	\$ 573.64	\$ 538.72	\$ 561.65
Tax Increase (Decrease)		\$ (3.86)	\$ (4.68)	\$ 1.42	\$ (3.86)	\$ (0.86)	\$ 14.14	\$ (3.86)	\$ (0.22)
Percentage Change		-0.7%	-0.8%	0.2%	-0.7%	-0.1%	2.5%	-0.7%	-0.1%

1AL	Arcadia Lakes	1LR	Lower Richland
1CC	City of Columbia	1TE	Town of Eastover
1ER	East Richland Public SD	1UR	Urban & Rural Areas
1FA	City of Forest Acres	1CY	City of Cayce

**RICHLAND COUNTY
2022 MILLAGE AND TAX SCHEDULE**

**Residential Property
Owner Occupied
Budget Amendment**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>2AL</u>	<u>2CC</u>	<u>2SH</u> <u>2DP</u>	<u>2ER</u>	<u>2FA</u>	<u>2TB</u>	<u>2WL</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2022 Total Levy		584.0	655.4	580.5	584.5	635.3	577.1	603.0	602.8
2021 Total Levy		583.8	655.2	580.3	584.3	632.1	576.9	602.8	602.2
Net Change		0.2	0.2	0.2	0.2	3.2	0.2	0.2	0.6
Percentage Change		0.0%	0.0%	0.0%	0.0%	0.5%	0.0%	0.0%	0.1%
2022 Tax \$100,000 House	\$	2,336.00	\$ 2,621.60	\$ 2,322.00	\$ 2,338.00	\$ 2,541.20	\$ 2,308.40	\$ 2,412.00	\$ 2,411.31
Less, Local Option Sales Tax	\$	(177.50)	\$ (409.60)	\$ (177.50)	\$ (177.50)	\$ (292.50)	\$ (177.50)	\$ (177.50)	\$ (227.09)
Less, School Operating Credit	\$	(1,326.80)	\$ (1,326.80)	\$ (1,326.80)	\$ (1,326.80)	\$ (1,326.80)	\$ (1,326.80)	\$ (1,326.80)	\$ (1,326.80)
2022 Net Taxes	\$	831.70	\$ 885.20	\$ 817.70	\$ 833.70	\$ 921.90	\$ 804.10	\$ 907.70	\$ 857.43
2021 Tax \$100,000 House	\$	851.40	\$ 909.00	\$ 837.40	\$ 853.40	\$ 932.60	\$ 823.80	\$ 927.40	\$ 876.43
Tax Increase (Decrease)	\$	(19.70)	\$ (23.80)	\$ (19.70)	\$ (19.70)	\$ (10.70)	\$ (19.70)	\$ (19.70)	\$ (19.00)
Percentage Change		-2.3%	-2.6%	-2.4%	-2.3%	-1.1%	-2.4%	-2.1%	-2.2%
2023 Tax on \$20,000 Auto	\$	665.30	\$ 704.56	\$ 661.10	\$ 665.90	\$ 703.86	\$ 657.02	\$ 688.10	\$ 677.98
2022 Tax on \$20,000 Auto	\$	669.16	\$ 709.24	\$ 664.96	\$ 669.76	\$ 704.72	\$ 660.88	\$ 691.96	\$ 681.53
Tax Increase (Decrease)	\$	(3.86)	\$ (4.68)	\$ (3.86)	\$ (3.86)	\$ (0.86)	\$ (3.86)	\$ (3.86)	\$ (3.55)
Percentage Change		-0.6%	-0.7%	-0.6%	-0.6%	-0.1%	-0.6%	-0.6%	-0.5%

2AL	Arcadia Lakes	2ER	East Richland Public SD
2CC	City of Columbia	2FA	City of Forest Acres
2DP	Dentsville Pontiac Area	2TB	Town of Blythewood
2SH	Sand Hills Area	2WL	Windsor Lake

**RICHLAND COUNTY
2022 MILLAGE AND TAX SCHEDULE**

**Residential Property
Owner Occupied**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>6CC</u>	<u>6TI</u>	<u>6UD</u>	<u>DISTRICT AVERAGE</u>	<u>COUNTY AVERAGE</u>				
2022 Total Levy		535.3	456.5	460.4	484.1	534.6				
2021 Total Levy		535.1	456.3	460.2	483.9	533.9				
Net Change		0.2	0.2	0.2	0.2	0.7				
Percentage Change		0.0%	0.0%	0.0%	0.0%	0.1%				
2022 Tax \$100,000 House	\$	2,141.20	\$	1,826.00	\$	1,841.60	\$	1,936.27	\$	2,138.22
Less, Local Option Sales Tax	\$	(409.60)	\$	(177.50)	\$	(177.50)	\$	(254.87)	\$	(258.49)
Less, School Operating Credit	\$	(984.40)	\$	(984.40)	\$	(984.40)	\$	(984.40)	\$	(1,125.73)
2022 Net Taxes	\$	747.20	\$	664.10	\$	679.70	\$	697.00	\$	754.00
2021 Tax \$100,000 House	\$	771.00	\$	683.80	\$	699.40	\$	718.07	\$	768.57
Tax Increase (Decrease)	\$	(23.80)	\$	(19.70)	\$	(19.70)	\$	(21.07)	\$	(14.57)
Percentage Change		-3.1%		-2.9%		-2.8%		-2.9%		-1.8%
2023 Tax on \$20,000 Auto	\$	560.44	\$	512.30	\$	516.98	\$	529.91	\$	589.77
2022 Tax on \$20,000 Auto	\$	565.12	\$	516.16	\$	520.84	\$	534.04	\$	592.40
Tax Increase (Decrease)	\$	(4.68)	\$	(3.86)	\$	(3.86)	\$	(4.13)	\$	(2.63)
Percentage Change		-0.8%		-0.7%		-0.7%		-0.8%		-0.4%

6CC City of Columbia
6TI Town of Irmo
6UD Upper Dutch Fork

**RICHLAND COUNTY
2022 MILLAGE AND TAX SCHEDULE**

**Commercial Property
Non-Owner Occupied
Budget Amendment**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>1AL</u>	<u>1CC</u>	<u>1CY</u>	<u>1ER</u>	<u>1FA</u>	<u>1TE</u>	<u>1LR</u> <u>1UR</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2022 Total Levy		478.8	550.2	506.8	479.3	530.1	596.9	475.3	516.8
2021 Total Levy		478.6	550.0	502.2	479.1	526.9	596.7	475.1	515.5
Net Change		0.2	0.2	4.6	0.2	3.2	0.2	0.2	1.3
Percentage Change		0.0%	0.0%	0.9%	0.0%	0.6%	0.0%	0.0%	0.2%
2022 Tax \$100,000 House		\$ 2,872.80	\$ 3,301.20	\$ 3,040.80	\$ 2,875.80	\$ 3,180.60	\$ 3,581.40	\$ 2,851.80	\$ 3,100.63
Less, Local Option Sales Tax		\$ (177.50)	\$ (409.60)	\$ (177.50)	\$ (177.50)	\$ (292.50)	\$ (642.50)	\$ (177.50)	\$ (293.51)
2022 Net Taxes		\$ 2,695.30	\$ 2,891.60	\$ 2,863.30	\$ 2,698.30	\$ 2,888.10	\$ 2,938.90	\$ 2,674.30	\$ 2,807.11
2021 Tax \$100,000 House		\$ 2,714.60	\$ 2,915.00	\$ 2,856.20	\$ 2,717.60	\$ 2,892.40	\$ 2,868.20	\$ 2,693.60	\$ 2,808.23
Tax Increase (Decrease)		\$ (19.30)	\$ (23.40)	\$ 7.10	\$ (19.30)	\$ (4.30)	\$ 70.70	\$ (19.30)	\$ (1.11)
Percentage Change		-0.7%	-0.8%	0.2%	-0.7%	-0.1%	2.5%	-0.7%	-0.1%
2023 Tax on \$20,000 Auto		\$ 539.06	\$ 578.32	\$ 572.66	\$ 539.66	\$ 577.62	\$ 587.78	\$ 534.86	\$ 561.42
2022 Tax on \$20,000 Auto		\$ 542.92	\$ 583.00	\$ 571.24	\$ 543.52	\$ 578.48	\$ 573.64	\$ 538.72	\$ 561.65
Tax Increase (Decrease)		\$ (3.86)	\$ (4.68)	\$ 1.42	\$ (3.86)	\$ (0.86)	\$ 14.14	\$ (3.86)	\$ (0.22)
Percentage Change		-0.7%	-0.8%	0.2%	-0.7%	-0.1%	2.5%	-0.7%	-0.1%

1AL Arcadia Lakes
 1CC City of Columbia
 1ER East Richland Public SD
 1FA City of Forest Acres

1LR Lower Richland
 1TE Town of Eastover
 1UR Urban & Rural Areas
 1CY City of Cayce

**RICHLAND COUNTY
2022 MILLAGE AND TAX SCHEDULE**

**Commercial Property
Non-Owner Occupied
Budget Amendment**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>2AL</u>	<u>2CC</u>	<u>2SH</u> <u>2DP</u>	<u>2ER</u>	<u>2FA</u>	<u>2TB</u>	<u>2WL</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2022 Total Levy		584.0	655.4	580.5	584.5	635.3	577.1	603.0	602.8
2021 Total Levy		583.8	655.2	580.3	584.3	632.1	576.9	602.8	602.2
Net Change		0.2	0.2	0.2	0.2	3.2	0.2	0.2	0.6
Percentage Change		0.0%	0.0%	0.0%	0.0%	0.5%	0.0%	0.0%	0.1%
2022 Tax \$100,000 House	\$	3,504.00	\$ 3,932.40	\$ 3,483.00	\$ 3,507.00	\$ 3,811.80	\$ 3,462.60	\$ 3,618.00	\$ 3,616.97
Less, Local Option Sales Tax	\$	(177.50)	\$ (409.60)	\$ (177.50)	\$ (177.50)	\$ (292.50)	\$ (177.50)	\$ (177.50)	\$ (227.09)
2022 Net Taxes	\$	3,326.50	\$ 3,522.80	\$ 3,305.50	\$ 3,329.50	\$ 3,519.30	\$ 3,285.10	\$ 3,440.50	\$ 3,389.89
2021 Tax \$100,000 House	\$	3,345.80	\$ 3,546.20	\$ 3,324.80	\$ 3,348.80	\$ 3,523.60	\$ 3,304.40	\$ 3,459.80	\$ 3,407.63
Tax Increase (Decrease)	\$	(19.30)	\$ (23.40)	\$ (19.30)	\$ (19.30)	\$ (4.30)	\$ (19.30)	\$ (19.30)	\$ (17.74)
Percentage Change		-0.6%	-0.7%	-0.6%	-0.6%	-0.1%	-0.6%	-0.6%	-0.5%
2023 Tax on \$20,000 Auto	\$	665.30	\$ 704.56	\$ 661.10	\$ 665.90	\$ 703.86	\$ 657.02	\$ 688.10	\$ 677.98
2022 Tax on \$20,000 Auto	\$	669.16	\$ 709.24	\$ 664.96	\$ 669.76	\$ 704.72	\$ 660.88	\$ 691.96	\$ 681.53
Tax Increase (Decrease)	\$	(3.86)	\$ (4.68)	\$ (3.86)	\$ (3.86)	\$ (0.86)	\$ (3.86)	\$ (3.86)	\$ (3.55)
Percentage Change		-0.6%	-0.7%	-0.6%	-0.6%	-0.1%	-0.6%	-0.6%	-0.5%

2AL	Arcadia Lakes	2ER	East Richland Public SD
2CC	City of Columbia	2FA	City of Forest Acres
2DP	Dentsville Pontiac Area	2TB	Town of Blythewood
2SH	Sand Hills Area	2WL	Windsor Lake

**RICHLAND COUNTY
2022 MILLAGE AND TAX SCHEDULE**

**Commercial Property
Non-Owner Occupied**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>6CC</u>	<u>6TI</u>	<u>6UD</u>	<u>DISTRICT AVERAGE</u>	<u>COUNTY AVERAGE</u>
2022 Total Levy		535.3	456.5	460.4	484.1	534.6
2021 Total Levy		535.1	456.3	460.2	483.9	533.9
Net Change		0.2	0.2	0.2	0.2	0.7
Percentage Change		0.0%	0.0%	0.0%	0.0%	0.1%
2022 Tax \$100,000 House	\$	3,211.80	\$ 2,739.00	\$ 2,762.40	\$ 2,904.40	\$ 3,207.33
Less, Local Option Sales Tax	\$	(409.60)	\$ (177.50)	\$ (177.50)	\$ (254.87)	\$ (258.49)
2022 Net Taxes	\$	2,802.20	\$ 2,561.50	\$ 2,584.90	\$ 2,649.53	\$ 2,948.84
2021 Tax \$100,000 House	\$	2,825.60	\$ 2,580.80	\$ 2,604.20	\$ 2,670.20	\$ 2,962.02
Tax Increase (Decrease)	\$	(23.40)	\$ (19.30)	\$ (19.30)	\$ (20.67)	\$ (13.17)
Percentage Change		-0.8%	-0.7%	-0.7%	-0.8%	-0.4%
2023 Tax on \$20,000 Auto	\$	560.44	\$ 512.30	\$ 516.98	\$ 529.91	\$ 589.77
2022 Tax on \$20,000 Auto	\$	565.12	\$ 516.16	\$ 520.84	\$ 534.04	\$ 592.40
Tax Increase (Decrease)	\$	(4.68)	\$ (3.86)	\$ (3.86)	\$ (4.13)	\$ (2.63)
Percentage Change		-0.8%	-0.7%	-0.7%	-0.8%	-0.4%

6CC *City of Columbia*
6TI *Town of Irmo*
6UD *Upper Dutch Fork*

Richland County Council Request for Action

Subject:

Information Technology – Enterprise Resource Planning Software

Notes:

September 27, 2022 – The Administration & Finance Committee recommended Council approval to select and implement Workday Enterprise Human Capital and Financial Management System (Workday software) to replace aging existing software. Council has approved allocating \$5,000,000 in American Rescue Funds to facilitate enhanced operational efficiencies. With this approval, Richland County will enter into a fifteen-year (15) agreement with Workday Inc. Over the next 15 years, the total cost of Workday software would be \$12,134,592 (average annual cost = \$808,972.80).

The committee requested additional information be provided by prior to final approval.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Tim Nielsen	Title:	Project Manager
Department:	Information Technology	Division:	Business Systems
Date Prepared:	August 30, 2022	Meeting Date:	September 27, 2022
Legal Review	Lauren Hogan via email	Date:	September 20, 2022
Budget Review	Abhijit Deshpande via email	Date:	September 14, 2022
Finance Review	Stacey Hamm via email	Date:	September 12, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Administration & Finance		
Subject	(ARPA) Enterprise Software Expenditure		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval to select and implement Workday Enterprise Human Capital and Financial Management System (Workday software) to replace aging existing software. Council has previously approved allocating \$5,000,000 in American Rescue Funds to facilitate enhanced operational efficiencies.

With this approval, Richland County will enter into a fifteen-year (15) agreement with Workday Inc. Over the next 15 years, the total cost of Workday software would be \$12,134,592 (average annual cost = \$808,972.80)

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget? Yes No
 If not, is a budget amendment necessary? Yes No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Staff plans to use previously approved American Rescue Plan funds for the implementation and the initial subscription payments. Annual subscription fees will be budgeted beginning in fiscal year 2024 and continue per the Subscription Payment Schedule included below.

Applicable department/grant key and object codes: 1200992020 / 4881900.531600

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

None.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

The County Attorney’s office has reviewed the contract.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

“...the committee recommended allocating the American Rescue Plan funding as follows:

- Public Health -- \$15,000,000 (27.21%)
- Public Safety -- \$10,448,013 (18.95%)
- Community Investment -- \$19,000,000 (34.46%)
- Cybersecurity/Technology -- \$10,686,000 (19.38%)”

Council Member	Coronavirus Ad Hoc Committee Recommendation
Meeting	Regular Session
Date	June 7, 2022

STRATEGIC & GENERATIVE DISCUSSION:

The County seeks to modernize and make more efficient the business processes involved in its financial management and human capital management functional areas. Staff began reviewing the market for local government-centered enterprise resource planning (ERP) systems in late 2021, and based on that review, believe that a fully developed, cloud-based ERP solution is the best tool. The County would like to procure and implement a new, modern solution by the end of 2023.

Recommendation	ARP Funding	Annual Cost Analysis	Goals
Procure Workday Finance and HCM enterprise software subscription and 14 month third party implementation (Collaborative Solutions, et al).	Not to exceed \$5,000,000 total for the initial period of software subscription and implementation costs.	15 year payment schedule outlined below.	Replace aging software, improve operational efficiencies, and streamline financial management and HR integration.

Workday Subscription Fee Schedule

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	1,400,000
2	Due on first anniversary of the Order Term start date	518,670
3	Due on second anniversary of the Order Term start date	586,017
4	Due on third anniversary of the Order Term start date	709,862
5	Due on fourth anniversary of the Order Term start date	725,607
6	Due on fifth anniversary of the Order Term start date	741,664
7	Due on sixth anniversary of the Order Term start date	758,046
8	Due on seventh anniversary of the Order Term start date	774,753
9	Due on eighth anniversary of the Order Term start date	791,791
10	Due on ninth anniversary of the Order Term start date	809,174
11	Due on tenth anniversary of the Order Term start date	826,905
12	Due on eleventh anniversary of the Order Term start date	844,985
13	Due on twelfth anniversary of the Order Term start date	863,433
14	Due on thirteenth anniversary of the Order Term start date	882,248
15	Due on fourteenth anniversary of the Order Term start date	901,437
	Total Payment Amount	12,134,592

For the avoidance of doubt, the Payment Schedule Table will be used for invoicing purposes.

System Implementation Project Fees	
Workday Payment #1	\$1,400,000
Collaborative Solutions Contract	\$2,589,000
Workday Training and Delivery Assurance	\$322,000
Project Management/Backfill/Contingency	\$689,000
	\$5,000,000

The total of this request is \$5,000,000. Staff recommends awarding a contract to Workday for software subscription services and implementation and to Collaborative Solutions for system implementation services. Workday subscription payments after the first year would be from budgeted funds.

There have been significant changes in the local government software market since 2007. These changes include: corporate consolidation, technology evolution to the cloud, the proliferation of mobile devices, development of online capabilities for serving citizens and employees, cybersecurity risks.

The County last procured an ERP system in 2007; however, the current system does not meet the basic needs of the Human Resource Services Department nor its customers. Additionally, the Finance Department has found the system cumbersome, difficult to modify as needed, and inefficient.

ADDITIONAL COMMENTS FOR CONSIDERATION:

This is a time-sensitive request. The vendor quote is contingent on approvals at the October 4, 2022 Council Meeting.

ATTACHMENTS:

1. Executive Summary
2. Workday MSA
3. Workday Order Form
4. Collaborative Solutions MSA9/27

Executive Summary

The County seeks to modernize and make more efficient the business processes involved in our financial management and human capital management functional areas. To that end, the County began reviewing the market for local government-centered ERP systems in late 2021. Based on that review, we believe that a fully developed, cloud-based enterprise resource planning solution is the best tool to achieve this goal. The County would like to procure and implement a new, modern solution by the end of 2023.

Current Software

The County last procured an ERP system in 2007. The current system is neither meeting all the basic needs of all HR customers nor the HRSD (Human Resource Services Department). The Finance Department has found the system cumbersome, difficult to modify when circumstances dictate, and inefficient.

- County has invested significant amount of time integrating the numerous other systems the HRSD has had to acquire.
- The result is duplicate work, transferring files, and/or multiple cross checking to ensure accuracy of data.
- The numerous systems also increase the possibility of errors because of the duplicate data input and/or file transfers.
- Many departments have different time keeping systems and processes, which they use to record, track, manage, and/or report work time of employees.
- There is a major need to shore up Fair Labor Standards Act compliance, consistency, and documentation across all County departments.
- Our current software solution has been negatively impacted by corporate consolidation
- The development necessary to keep up with changes in the market has not been managed effectively.
- There are key components that have not been updated in years
- Support service levels have declined.

A new solution will promote efficiency, provide better service for citizens and employees, and reduce third party costs, which have been incurred to fill gaps in the current system.

The current maintenance cost to support our existing aging software is approximately \$157,000 per year. This is based on a contract from 2007. The County also incurs indirect costs for server licenses and hardware, network infrastructure, data backup equipment, and disaster recovery equipment. The subscription price for a new solution would replace the direct maintenance cost and transfer the responsibility for cybersecurity, data security and system availability to the vendor.

Market Conditions / Technology Landscape

There have been significant changes in the local government software market since 2007. These changes include:

- Corporate consolidation
- Technology evolution to the cloud
- The proliferation of mobile devices
- Development of online capabilities for serving citizens and employees.
- Cybersecurity risks

The County seeks to modernize and make more efficient the business processes involved in our financial management and human capital management functional areas.

We believe that a fully developed, cloud-based enterprise resource planning solution is the best tool to achieve this goal.

Project Objectives

This project has been tasked to procure and implement a new, modern ERP solution by the end of 2023. We believe a single integrated solution is preferable to a “best of breed” approach to software selection.

The project will address needs in

- financial management
- budgeting and planning
- analysis
- human capital management
- employee self-service
- time and attendance

Project Team Recommendation

The project team identified Workday as the vendor that we believe would provide Richland County with a system that meets our current needs, will help us grow in our ability to manage our administrative responsibilities and is in line with the strategic goals of County government.

Workday is the most modern solution and provides both managers and employees state of the art tools to conduct business efficiently.

Gartner has recognized Workday as a leader in its Magic Quadrant rankings. Some comments from Gartner include:

“Workday HCM is a robust tool for HR. It is both modern and innovative, making it a good option for larger organizations that aspire to be at the forefront of the market”

“Workday makes innovative use of in-memory computing to combine core financial management applications with HCM, spend management, planning and analytics in real time... delivering insights into journals, customer payment matching, spend recommendations”

Richland County would be the first local government in South Carolina to partner with Workday in an ERP solution. More and more local governments are choosing Workday when they find that the time has come for a modern financial system. Some others include:

Buncombe County, North Carolina

Mobile County, Alabama

Monroe County, Florida

Tulsa County, Oklahoma

Georgetown, Texas

Largo, Florida

Port Orange, Florida

Implementation Planning

Workday provides the software as a service and training and delivery assurance services during the implementation. The project management, configurations, conversions and integrations are performed by a third party. The project team met with three candidates suggested by Workday to review their differing proposals for managing the implementation.

At the end of the process, we will have agreements with Workday and an implementation vendor for the project. Many Workday customers have short-term support agreements with their implementation vendor for a period of time after go-live to address additional support needs.

Conclusion

The project team has completed negotiations with Workday and its implementation partner, Collaborative Solutions. We are recommending a long-term subscription agreement with Workday with an average annual cost to the County of \$808,973. The project to implement the system with Collaborative Solutions is estimated to cost \$2.58 million. The team plans to use previously approved American Rescue Plan funds for the implementation and the initial subscription payments. Copies of the contracts and associated material are attached to this summary.

The following is content from Workday, which further describes their approach to public sector clients, security and cloud based software as a service.

Workday Enables Governments Like *Richland County*

Workers in 100+ states, cities, counties, and special districts rely on Workday everyday

A Single Unified Foundation: Workday brings Finance and HCM together in a single platform along with the reporting, analytics, business intelligence and data warehousing that the City needs to make informed business decisions






Continuous Innovation: Workday is delivering on future technology today that will ensure the City's success for years to come






On Time and On Budget Delivery: Workday continues to ensure that our customers go live with their HCM and Finance projects despite the challenges of a global pandemic

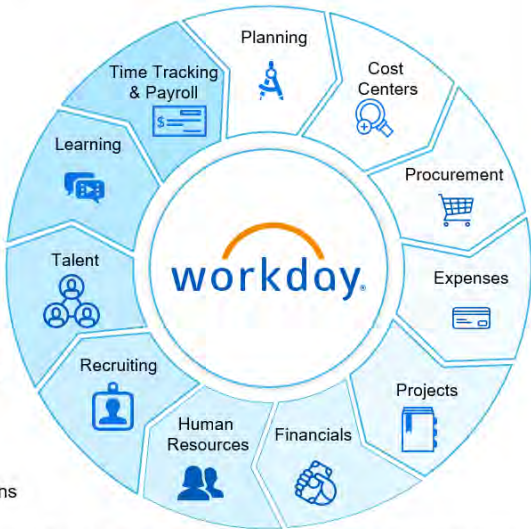
Customer Success: Our public sector customers give Workday a 97% customer satisfaction rating

Workday Confidential

Workday Provides Proven Value in the Public Sector

-  **60%** reduction in annual budgeting cycle time
-  **90%** reduction in the size of the Chart of Accounts
-  **15%** reduction in out of policy spend
-  **25%** reduction in expense reimbursement cycle time
-  **95%** reduction in depreciation processing time

-  **83%** decrease in time to fill open positions
-  **81%** reduction in onboarding time
-  **50%** decrease in open enrollment processing times
-  **67%** reduction in payroll processing times
-  **67%** reduction in retro payments and reconciliations



Workday Confidential Source: Workday Value Realization Studies with our Government Customers

Workday Provides a Predictable, Streamlined Ownership Model



Workday Confidential

The Workday cost model includes services not found in a traditional licensing model:

- Ongoing Software Maintenance
- Regulatory Compliance Updates
- Secure Data Backups
- Disaster Recovery
- 3rd-Party Data Integrations
- Embedded Business Intelligence
- Configurable and Actionable Analytics
- Embedded Business Process
- Mobile Solutions

With Workday, you never have to set aside budget funds for an upgrade.

Workday Provides Security, Privacy and Compliance



- The cloud offers secure gateways for data access that prevent the download of sensitive data
- Cyber security measures are centralized and flexible
- Security measures prevent data loss and ensure proper authentication of user access to the system as a whole

Workday has been proven to meet the requirements of the most heavily regulated and risk averse industries worldwide

Workday Confidential

Technology Simplification With Workday



Reduced cost of ownership

Reduced cost of ongoing IT support



Reduced cyber security risk and lower associated maintenance

Eliminated infrastructure costs

May Confidential



Prior to Workday we needed a data center, disaster recovery site and staff to support these functions along with managing maintenance and upgrades. With Workday, we moved to a Cloud model giving us the ability to consolidate a number of these functions together and optimize their benefits.
Andrew Sisk, Auditor-Controller, County of Placer

Workday will allow us to replace our legacy systems with a secure, cloud-based state-of-the-art system. We can now move our focus away from maintaining costly legacy systems, servers, and databases and focus on improving internal processes that ultimately help employees serve city residents
Todd Carter, Acting Chief Digital Officer/CIO, City of Baltimore



Prepared For:
Richland County, South Carolina

Statement of Work Workday Deployment Services



**COLLABORATIVE
SOLUTIONS**
A Cognizant Company

Preparation Date: August 26, 2022

**STATEMENT OF WORK
FOR
WORKDAY DEPLOYMENT SERVICES**

This Statement of Work (“SOW”) is made effective on the 3rd day of October 2022 (the “SOW Effective Date”) by and between Richland County, South Carolina (“Client”), having its principal place of business at 2020 Hampton Road, Columbia, SC 29201 and Collaborative Solutions, LLC, a limited liability company (“CSLLC”), an Affiliate of Cognizant Worldwide Limited (“Cognizant”), having its principal place of business at 11190 Sunrise Valley Drive, Suite 110, Reston, VA 20191 for Services scheduled to begin on October 3, 2022 (“Start Date”) and expected to end on November 10, 2023.

This SOW, together with the Agreement, sets out the terms pursuant to which CSLLC will provide certain Services, as further described below. This SOW is being entered into in connection with and subject to the terms and conditions contained in the [INSERT AGREEMENT NAME] by and between Cognizant and Client dated as of [AGREEMENT EFFECTIVE DATE] (the “Agreement”). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

1.0 Scope of Work (“Scope”)

The Scope set out below describes the limits of the implementation in terms of organization, functionality, data conversion, integrations, reports, change management, and training which will be a part of the project.

1.1 Organization Scope

1.1.1 Person Population

Population Type	Count
Active Employees	Two thousand three hundred (2,300)
Contingent Workers	Up to three hundred (300)
Terminated Workers	Up to two hundred (200)
Retirees	Up to five hundred (500)

Region	Countries
North America	United States of America

1.1.2 Language: All communication, documentation, data, and deliverables will be in English.

1.1.3 Currency: United States Dollars (“USD”).

1.1.4 **Security:** Single sign-on and activation of Workday Factory delivered security groups.

1.2 Functionality Scope

The following Functional Areas will be configured within the Workday application. This project is being deployed using CSLLC’s Cynergy methodology.

Functional Area	Location Scope
HUMAN CAPITAL MANAGEMENT (“HCM”)	
HCM: Core	United States of America
Compensation: Core	United States of America
Benefits	United States of America
Talent & Performance Management	United States of America
Recruiting	United States of America
Learning Management	United States of America
Peakon Employee Voice	United States of America
Absence Management	United States of America
Time Tracking	United States of America
Scheduling	United States of America
Payroll	United States of America
FINANCIALS	
Core Financial Management, Accounting, and Finance	United States of America
Financial Accounting	United States of America
Budgets	United States of America
Banking and Settlement	United States of America
Procurement	United States of America
Inventory	United States of America
Supplier Accounts	United States of America
Business Assets	United States of America
Expenses	United States of America
Revenue Management	United States of America
Project and Work Management	United States of America
Grants Management	United States of America
Planning	United States of America

Functional Area	Location Scope
CROSS-FUNCTIONAL	
Prism	United States of America
People Analytics	United States of America
Mobile Solutions	United States of America
Employee Self-Service	United States of America
Manager Self-Service	United States of America

Configuration of the Functional Areas above will be limited to the functionality Scope contained in Appendix D of this SOW.

1.3 Prism Use Case(s)

Worker History

Load data from legacy Human Resources system into Prism to provide reporting on compensation changes, job changes, and worker data for non-converted prior employees. Prism to ingest, transform, and publish data to produce a reportable data source for worker history.

Financial History

Up to one hundred seventy five (175) hours to assist Client to load data from legacy Financials system into Prism to provide transaction-level reporting for the General Ledger, Accounts Payable, and Accounts Receivable modules and summary-level Budget history. Will also include Supplier/Customer records from legacy system. Prism to ingest, transform, and publish data to produce a reportable data source for general ledger history, budget history, accounts payable history, accounts receivable history, legacy suppliers, legacy customers.

1.4 Data Conversion Scope

Four (4) tenant builds are included in the Scope of this SOW. Data from Client's copy of current production systems will be converted into Workday during each of the conversion cycles without data scrambling or masking. Data scrambling or masking is not included in the Scope of this SOW, except for email addresses for all person types which will be masked until the Gold/pre-production build. The tenant builds for this SOW include:

- Foundation tenant morphs to Configuration tenant (the Configuration tenant consists of up to three (3) Workset Data Loads)
- End-to-end tenant
- Parallel tenant
- Gold/pre-production tenant

The Data Conversion Scope is further detailed in Appendix E. Cynergy data validation reports will be provided as a starting point for data conversion files. Minor modifications will be necessary for Client specific requirements of additional data points; however, any additional changes to the delivered reports will require a fully executed Project Change Order Form (“Change Order”).

1.5 Interfaces/Integrations Scope

The integrations listed in Appendix B are included in the Scope of the project. Below is a summary of the integration counts.

Integrations	Owner	Cloud Connect	Enterprise Interface Builder/Document Transformation Service	Workday Studio	Other
	CSLLC	Thirteen (13)	Two (2)	Five (5)	Seven (7)
	Client	Zero (0)	Six (6)	Zero (0)	Zero (0)

1.6 Report Scope

All Workday delivered standard reports associated with the Scope listed in Section 1.2 are included in the Scope of the project. If CSLLC has included assistance for additional custom reporting support and training as part of CSLLC's estimate, it will be identified in the pricing section of this SOW.

Any specific custom reports listed in Appendix B are included in the Scope of the project.

1.7 End User Organizational Change & Training (“OC&T”) Scope

As they relate to the applications, areas, and events specified in Sections 1.1 and 1.2 above, CSLLC will complete OC&T Services. Specific Services and tasks to be performed by CSLLC and the Client are detailed in Section 2.0 below. All OC&T activities, communication, materials, and deliverables will be conducted and/or produced in English.

2.0 Services and Responsibilities

This section identifies the Services to be performed by CSLLC and the Client.

Stage	CSLLC Services	Client Responsibilities
Strategy	<ul style="list-style-type: none"> Assemble the CSLLC project team for Strategy stage Conduct Strategy planning sessions 	<ul style="list-style-type: none"> Assemble the Client project team for Strategy stage Attend Strategy planning sessions

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> • Schedule Strategy meetings and provide status reporting • Participate in weekly project meetings • Jointly schedule Strategy workshops • Conduct Strategy Map session • Define Project Governance and Decision-making Model • Conduct Data Conversion Readiness Session • Conduct Foundation Data Assessment sessions • Conduct Workday Technology, Enterprise Architecture and Reporting sessions • Executive summary • Provide stage sign-off document 	<ul style="list-style-type: none"> • Attend weekly project meetings • Jointly schedule Strategy workshops • Provide input into Strategy Map session • Participate in Project Governance and Decision-making sessions • Participate in Data Conversion Readiness Session • Participate in Foundation Data Assessment sessions • Participate in Workday Technology, Enterprise Architecture and Reporting sessions • Provide input into executive presentation summary • Provide stage sign-off document
<p>Plan</p>	<ul style="list-style-type: none"> • Assemble the CSLLC project team • Deliver discovery templates (deployment discovery questionnaire, integration discovery document) to Client • Establish a regular cadence of status report and governance meetings including a monthly steering committee meeting • Jointly schedule planning sessions • Create the integration tracker (dashboard) • Conduct functional and technical project planning sessions • Create the Project Plan • Create the Project Charter • Create baseline tenant management plan • Identify initial risks and recommendations to reduce risk • Participate and support the project kickoff meeting • Conduct data and reporting readiness workshops • Provide the sample data conversion and validation Strategy template; 	<ul style="list-style-type: none"> • Identify and provide project team and project Subject Matter Experts (“SMEs”) • Identify stakeholders, sponsors, and system administrators • Participate in functional and technical planning sessions • Establish and attend monthly Steering Committee meetings including CSLLC Engagement Manager (“CSLLC EM”) • Provide input into the Project Plan • Provide input into the Project Charter • Participate and provide input into data, reporting, and integration readiness workshops • Participate in integration planning session • Prepare for and Lead project kick off meeting • Provide plan and policy documents • Provide integration requirements and existing sample files

Stage	CSLLC Services	Client Responsibilities
	<p>advise on development of the Data Conversion Strategy & Plan</p> <ul style="list-style-type: none"> • Provide data conversion and configuration workbooks • Assist with questions regarding mapping of data to Workday data model • Jointly schedule architect workshops • Conduct Foundation Data Model (“FDM”) Architect sessions • Jointly schedule Architect workshops • Jointly create the executive presentation for project kickoff meeting • Provide Test Strategy sample template; advise on development of the Test Strategy • Build Foundation Tenant • Work with Client to set up CSLLC’s secure transfer site for sharing confidential/private employee data • Load Client data for Foundation/Configuration tenant • Provide feedback regarding potential data issues and exceptions from the Foundation/Configuration build • Schedule and conduct Project Initiation Checkpoint Workday Delivery Assurance review • Provide stage sign-off document 	<ul style="list-style-type: none"> • Notify third-party vendors for integrations and obtain agreement to project timelines • Provide third-party vendors contact information • Develop data conversion Strategy and test Strategy plan • Participate and provide input to OC&T Strategy workshop • Complete data gathering and configuration workbooks and submit to CSLLC’s secure transfer site • Review and approve project governance, Strategy map, readiness workshop output and change Strategy (plan stage deliverables) • Participate in executive readout of plan stage deliverables • Jointly identify initial risks and recommendations to reduce risk • Initiate process of receiving requirements to third-party vendors • Receive integration requirements from third-party vendors • Confirm Client Support Contact • Develop training plan for project resources • Identify key resources to complete Workday training • Complete Workday training including workbook, integration, and functional training • Jointly create the executive presentation for project kickoff meeting • Provide plan and policy documents • Work with CSLLC to set up CSLLC’s secure transfer site for sharing confidential/private employee data

Stage	CSLLC Services	Client Responsibilities
		<ul style="list-style-type: none"> • Provide implementation tenant for exclusive use on this project • Jointly schedule architect workshops (SMEs planning for design) • Sign off on stage
<p>Architect & Configure</p>	<ul style="list-style-type: none"> • Manage the Project Plan • Participate in weekly one (1) hour project management meetings • Provide weekly status report • Co-lead monthly Steering Committee status meetings • Conduct weekly one (1) hour workstream meetings as needed • Develop initial change impact document based on Plan readiness sessions then transition change impact document to Client to own and maintain change impacts in architect and Workday Customer Confirmation Sessions (“CCS”) • Conduct iterative workset design and playback workshops • Develop the CSLLC assigned integration design approach documents; advise Client on development of design approach documents for Client assigned integrations • Provide the data-gathering workbooks for the configuration tenant • Deliver the initial functional design documentation for sign off • Assist with questions regarding mapping of data to Workday data model • Build configuration tenant Provide exception reports/issues log from tenant build • Deliver Cynergy tenant validation reports and support validation efforts of configuration tenant 	<ul style="list-style-type: none"> • Provide input to the project plan • Participate in weekly project and workstream meetings • Co-Lead steering committee meetings • Provide project SMEs for iterative workset design and playback workshops • Participate in iterative workset design and playback workshops • Assist in clarifying configuration requirements • Review and approve initial change impact document then own and maintain for duration of project • Conduct integrations Architect workshop (design sessions) for Client assigned integrations • Develop Client assigned integration design approach documents • Agree to integration design approach documents (after detailed design review sessions) • Review and sign off on functional design documents • Finalize Data Conversion Strategy and Plan • Update data-gathering workbooks for configuration tenant • Develop extract scripts and provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the configuration tenant

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> • Provide baseline end-to-end Test templated scenarios to Client for review and use determination • Conduct smoke test for configuration tenant • Begin functional knowledge transfer process during configuration tenant smoke testing • Jointly conduct CCS • Develop CSLLC assigned integrations • Conduct smoke testing of integrations developed by CSLLC • Create Integration operations instruction guides for CSLLC assigned integrations • Update functional design documents • Provide smoke test scenarios from architect workshops and advise on Client defined test scenarios • Provide input on test management processes and tools including defect management, status tracking/reporting and daily test status meetings • Review Client defined test scenarios for end-to-end and production dress rehearsal • Design, develop and smoke test CSLLC assigned reports • Deliver final CSLLC maintained design workbooks to Client at the end of the stage • Assist with questions regarding mapping of data to Workday data model • Build of end-to-end tenant • Provide exception reports/issues log from end-to-end tenant build • Deliver Cynergy tenant validation reports and support validation efforts of end-to-end tenant • Provide stage sign-off document 	<ul style="list-style-type: none"> • Provide Client personal data/personally identifiable information for configuration tenant and submit to CSLLC's secure transfer site • Validate configuration tenant build • Review and resolve issues from exception reports • Review existing reports and confirming which Workday report will meet these needs and identifying any necessary custom reports as part of the Architect & Configure stage • Finalize Test Strategy • Develop catch-up data transaction entry approach • Define and document test plan and test scenarios (end-to-end and regression) • Jointly conduct CCS • Develop Client assigned integrations • Conduct unit testing of configuration • Conduct smoke testing of integrations developed by Client • Create integration operations guides for all Client assigned integrations • Review integration smoke test results and final integration design to provide signoff of integrations ready for end-to-end testing • Participate in functional knowledge transfer during configuration tenant unit testing • Define and implement test management processes and tools including defect management, status tracking/reporting and daily test status meetings • Develop comprehensive cross-functional scenarios from smoke

Stage	CSLLC Services	Client Responsibilities
		<p>and/or end-to-end Test templated scenarios provided by CSLLC</p> <ul style="list-style-type: none"> • Review and finalize test scenarios, test scenario assignments and detailed daily test plan • Train and prepare testers for testing • Develop material to be presented at the Test Kickoff meeting • Design, develop and unit test Client assigned reports • Sign off on functional design documents • Develop extract scripts and provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the end-to-end tenant • Provide Client personal data/personally identifiable information for end-to-end tenant and submit to CSLLC's secure transfer site • Validate end-to-end tenant build • Review and resolve issues from exception reports • Sign off on stage
<p>Test</p>	<ul style="list-style-type: none"> • Manage the project plan • Conduct weekly project meetings and workstream meetings • Co-lead Steering Committee meetings • Participate in test kickoff session • Conduct one (1) hour navigation review per workstream, at start of test cycle • Create integrations schedule recurrence tracker • Support integration defect resolution for CSLLC assigned integrations 	<ul style="list-style-type: none"> • Participate and provide input into sustainment plan workshop • Participate and provide input to User Experience Design workshop and own execution of User Experience session(s) • Provide input to the project plan • Participate in weekly project meetings and workstream meetings • Co-lead Steering Committee meetings • Lead test kickoff session • Lead daily end-to-end and parallel test meetings

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> • Provide functioning CSLLC assigned interfaces per the test plan • Prepare and conduct production dress rehearsal - user experience sessions • Prepare and conduct production dress rehearsal – governance & engagement • Prepare and conduct production dress rehearsal – support operations • Coordinate the first Workday product release during the project along with knowledge transfer for the Client to manage subsequent updates • Participate in one (1) thirty (30) minute daily end-to-end or parallel test status meeting, limited to one (1) CSLLC functional workstream consultant and one (1) CSLLC integration consultant, if applicable for workstreams where there is an open issue • Conduct up to five (5) one (1) hour knowledge transfer meetings, per workstream • Resolve CSLLC assigned test incidents; advise Client in resolution of Client assigned test incidents • Assist with questions regarding mapping of data to Workday data model • Build of parallel tenant • Provide exception reports/issues log from parallel tenant build • Deliver Cynergy tenant validation reports and support validation efforts of parallel tenant • Support execution of two (2) payroll parallel cycles per Client defined parallel test management Strategy and success criteria • Provide sample deployment cutover plan, advise Client in developing detailed cutover plan 	<ul style="list-style-type: none"> • Execute all test scenarios (end-to-end, user acceptance and regression) and provide test management (e.g., testing coordination, compiling scenarios, reporting metrics, etc.) • Resolve Client assigned test incidents • Support integration defect resolution for Client assigned integrations • Provide functioning Client assigned interfaces per the test plan • Coordinate, plan and participate in production dress rehearsal - user experience sessions • Coordinate, plan and participate in production dress rehearsal – governance & engagement • Coordinate, plan and participate in production dress rehearsal – support operations • Client SMEs to participate in knowledge transfer meetings • Develop subset or supplemental scenarios for additional testing during Test stage • Plan and execute performance testing if required by Workday • Update system configuration as required • Update design documentation (as required by internal Audit team) • Participate in the first Workday product release during the project; coordinate activities related to subsequent updates • Complete test of extraction and load process for catch-up data transaction entry • Develop extract scripts and provide validated extract data from legacy system(s) into one (1) set of data into the CSLLC prescribed data conversion

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> • Provide knowledge transfer workbook for sign off • Provide stage sign-off document 	<p>templates for load to the Workday platform for the parallel tenant</p> <ul style="list-style-type: none"> • Provide Client personal data/personally identifiable information for parallel tenant and submit to CSLLC’s secure transfer site • Validate parallel tenant build • Review and resolve issues from exception reports • Complete catch-up data transaction entry for parallel • Execute two (2) payroll parallel cycles per Client defined parallel test management Strategy and success criteria • Manage and sign off on all test results (end-to-end, parallel, and regression) • Develop deployment cutover plan • Complete and sign off on the knowledge transfer workbook • Sign off on stage
<p>Deploy</p>	<ul style="list-style-type: none"> • Manage the project plan • Conduct weekly project meetings and workstream meetings; participate in Steering Committee meetings • Provide the Workday Go-Live Checklist and Move-to-Production Authorization • Schedule and conduct final Workday Delivery Assurance reviews • Update integration schedule and recurrences tracker • Assist with questions regarding mapping of data to Workday data model • Build of Gold/pre-production tenant • Provide exception reports/issues log from Gold/pre-production tenant build 	<ul style="list-style-type: none"> • Provide input to the project plan • Participate in weekly project meetings and workstream meetings; conduct Steering Committee meetings • Manage and execute to the deploy cutover plan • Develop extract scripts and provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the Gold/pre-production tenant • Provide Client personal data/personally identifiable information for Gold/pre-production tenant and submit to CSLLC’s secure transfer site

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> • Deliver Cynergy tenant validation reports and support validation efforts of Gold/pre-production tenant • Verify migration of CSLLC assigned integrations • Schedule integrations according to the integrations schedule recurrence tracker • Schedule the transition to production support meeting with Client (held after move-to-production) • Jointly complete the Workday Go-Live announcement • Provide stage sign-off document 	<ul style="list-style-type: none"> • Validate Gold/pre-production tenant build • Review and resolve issues from exception reports • Verify migration of Client assigned integrations • Jointly complete the Workday Go-Live announcement • Approve and sign off on the Workday Go-Live Checklist and Move-to-Production Authorization • Create and distribute the Workday Go-Live announcement • Sign off on stage
Post-Production Support	<ul style="list-style-type: none"> • Provide standby support after the move-to-production as defined by the number of weeks in the timeline outlined in Section 3.3 • Conduct knowledge transfer sessions for CSLLC developed integrations if required • Conduct payroll support • Conduct support for first financial period close • Provide stage sign-off document 	<ul style="list-style-type: none"> • Implement post go-live governance support model including staffing and managing help desk • Complete catch-up data transaction entry • Make any updates to production, including final load of transactional conversion data • Sign off on stage

OC&T Services

	CSLLC Services	Client Responsibilities
Strategy Phase	<ul style="list-style-type: none"> • Advise on the identification of stakeholders and sponsors • Capture initial change impacts from Strategy workshops • Conduct change Strategy workshop and develop change Strategy output 	<ul style="list-style-type: none"> • Provide counterpart to regularly collaborate with CSLLC OC&T resources • Identify stakeholders and sponsors • Attend and participate in change Strategy workshop • Review and approve change Strategy output
Organizational Change Management	<ul style="list-style-type: none"> • Develop OC&T timeline 	<ul style="list-style-type: none"> • Review and approve the OC&T timeline

	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> Advise on the ongoing identification of stakeholders, sponsors, and change champions Provide stakeholder and readiness assessment templates Advise on branding best practices and how to establish effective project branding Update change impact analysis throughout Architect and Configure stage Develop preliminary end-user communications plan Support the development of communications, up to 50 hours of effort Develop preliminary change champion network plan Support change champion network activities, up to 50 hours of effort Develop preliminary user experience sessions plan Support user experience sessions activities, up to 20 hours of effort Advise on change sustainment best practices 	<ul style="list-style-type: none"> Conduct stakeholder and readiness assessments Establish and execute project branding Maintain change impact analysis following the Architect & Configure stage Maintain end-user communications plan following the Architect & Configure stage Develop and deliver all end-user communications Implement and lead the change champion network Lead user experience sessions Develop, manage, and implement change sustainment strategy & plan Measure and report on end-user adoption
End User Training	<ul style="list-style-type: none"> Develop training strategy as part of the overall change strategy Develop initial training needs assessment and curriculum plan Provide training prototypes Lead development of training materials and collateral, as defined in the training needs assessment and curriculum plan, up to 400 hours total for HCM and FIN Deliver training activities, as defined in the training needs assessment and curriculum plan, up to 100 hours total for HCM and FIN Support the configuration of in-system guidance (help text, guided tours, etc.) up to 20 hours total for HCM and FIN Recommend evaluation methods 	<ul style="list-style-type: none"> Provide end-user training counterpart to regularly interface with CSLLC's OC&T team Provide input on the end-user training strategy Review and approve the training needs assessment and curriculum plan Lead development of all training materials and collateral beyond CSLLC's effort allowance Lead and manage all training delivery beyond CSLLC's effort allowance Provide subject-matter experts to participate in all trainings as defined in the training curriculum plan Register training participants and track training completion Lead development and configuration of in-system guidance (help text, guided

	CSLLC Services	Client Responsibilities
		tours, etc.) beyond CSLLC’s effort allowance <ul style="list-style-type: none"> • Conduct training assessments • Conduct training remediation

3.0 Project Approach

3.1 Methodology

The implementation will be completed by following CSLLC’s Cynergy methodology which consists of the following stages: Plan, Architect & Configure, Test, and Deploy. The specific tasks and durations to complete these tasks will be detailed in the Project Plan, Project Charter and Project Schedule which are to be developed jointly by the CSLLC EM and the Client Project Manager.

3.1.1 Delivery Model

CSLLC will deliver this implementation using the onshore Global Delivery Center (“GDC”) delivery model. CSLLC is providing a project team comprised of Workday certified experts at both onshore and GDC locations that provide the knowledge required to ensure a successful implementation utilizing a combination of Client specific requirements and industry best practice.

3.2 Governance

Project Management

In the Plan stage of the project, the CSLLC EM will work with the Client Project Manager to develop a detailed Project Plan to be used to maintain project tasks and timelines. A Project Charter will be created to guide the team in maintaining Scope and project objectives. The Project Charter will also define the path of issue escalation.

Finalization of the Scope, as determined during the Plan and Architect & Configure stages, may require the project team to revise the estimates and resource requirements for the remaining stages of the project.

Change Control Process

Any additional or modified Scope of Services shall be documented in a separate written and fully executed Change Order using the template set forth in Appendix C. Such form shall include the written approval of an authorized representative of Client before CSLLC will begin any additional work or incur any charges or fees outside the Scope of this SOW. Client and CSLLC agree to the following Change Control Process when a Change Request is issued:

- **Step 1:** CSLLC will prepare a description of the necessary change including Scope, process, cost, impact to timeline, impact to resources along with a list of alternative solutions.
- **Step 2:** The Client Project Manager will review and approve or reject within his or her authority or escalate to the Executive Sponsor for review and approval or rejection.
- **Step 3:** Client will review and approve or deny additional information for all Change Requests within three (3) business days so as not to cause any unnecessary delay in the project timeline.
- **Step 4:** Any approved change request will be documented and become an addendum to this SOW.

Status Reporting

During the Plan Stage of the project, the CSLLC EM will coordinate with the Client Project Manager to establish a set of regularly scheduled meetings to present project status and risks. These will include, but are not limited to, a monthly Steering Committee meeting, a weekly Project Core Team Status meeting, weekly workstream meetings, a weekly Project Management meeting, and additional meetings, as needed. The CSLLC EM will report out at the Steering Committee and Team Status meetings on the status, activities, issues, and other relevant project information.

The monthly Steering Committee meeting will include a review of the project timeline and status, accomplishments to date, upcoming project activities and milestones, review of issues and risks requiring action from the Steering Committee members, potential changes to Scope and a review of the financials of the project. The Steering Committee will include a readout by the CSLLC EM on the state of the project; participation may be in person or remote.

A weekly Status Meeting will be held with the core team and the Client Project Manager to assess recent accomplishments, issues, risk factors and to ensure that the work planned for the next two (2) weeks is properly resourced. Risk factors and roadblocks will be assessed and either resolved or escalated. In addition to these meetings, meetings with functional teams will be scheduled to review and resolve any open issues.

All meeting agendas, status reports, steering committee presentations, issues log, project plan and the project charter will be stored on the Project Collaboration Site as referenced in Section 4.0 Assumptions & Dependencies.

Knowledge Transfer

Over the course of the project, CSLLC will conduct functional and technical knowledge transfer through iterative workset design and playback sessions, CCS, weekly workstream meetings and during the Test stage. Additional knowledge transfer will occur during the Post-Production stage as needed. To formalize knowledge transfer, CSLLC will complete and require sign off by the Client of the Knowledge Transfer workbook. CSLLC and Client will utilize the Knowledge Transfer

workbook to track progress and topics during each stage. If Client requires additional knowledge transfer, this may result in a Change Order. Process documentation (e.g., operational guides and process flow diagrams) is not in Scope for knowledge transfer, except for the Integrations Operations Guide for CSLLC owned integrations.

3.3 Projected Schedule

The time required to complete the project is based on the contents of this SOW. Unless otherwise mutually agreed upon, Services under this SOW are expected to commence ten (10) business days from the date of execution by the Client and CSLLC. The estimated duration and estimated start date of each Project Stage is listed below, pending execution of this SOW and availability of Client resources and training. The Client Payroll schedule may require an adjustment on the estimated start date for the Deploy and Post-Production stages. If the Client Payroll schedule requires an adjustment, the number of weeks defined in the timeline below will determine the new stage start and end dates for the Deploy and Post-Production stages.

Client resources will attend Workday fundamentals training for the functional areas in Scope prior to the start of the Architect & Configure stage, and Client resources which are assigned to design/build integrations (as indicated in the integrations Scope) will complete the required Workday training (report writing, calculated fields, and integration-related classes) prior to the start of the Architect & Configure stage. If training is not attended, this could result in a significant impact to the time and cost of the project.

The project will be completed in one (1) phase – as presented below. The timeline for the project is as follows:

Project Timeline								
	Strategy	Plan	Architect & Configure	Test	Parallel	Deploy	Post Production	Total Weeks
Weeks	4	7	20	12	6	5	6	58
Start	10/3/2022	10/17/2022	12/5/2022	4/24/2023	7/17/2023	8/28/2023	10/2/2023	
Finish	10/28/2022	12/2/2022	4/21/2023	7/14/2023	8/25/2023	9/29/2023	11/10/2023	

Note:

- This project runs for fifty-eight (58) weeks as the Strategy and Plan stages overlap by two (2) weeks.
- Integrations will be developed based on a timeline dependent on the batches defined in the integrations planning sessions and third-party vendor availability.
- Functional architect hours are assumed to be heavier in the Architect & Configure stage and will reduce to high level oversight following CCS.

4.0 Assumptions & Dependencies

The Services, Labor Estimates, and Project Pricing presented in this SOW are dependent on the following assumptions being true:

Client will:

- a. Timely complete each item listed as a Client Responsibility in Section 2.0.
- b. Have the necessary project and executive management support to review and make timely decisions as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously.
- c. Have the necessary resources available in each stage, according to how they are identified in the staffing and project plans. Resources will be empowered and capable of making decisions on behalf of the Client. Resources will include, but are not to be limited to, functional and technical leads, and applicable business process and SMEs. If resource and/or priority conflicts occur, they will be discussed and resolved with the project Steering Committee.
- d. CSLLC resource availability and overall staffing approach are determined by the jointly created project plan.
- e. Provide all required technology needs, connectivity, and network access to all relevant Client applications necessary for the deployment. The CSLLC consultants will have access to software including security rights and passwords where required in order to complete the deployment.
- f. CSLLC resources will provide their own laptops. If Client owned laptops or virtual machines are required to be used, this may result in a Change Order.
- g. Be responsible for workstation compliance to Workday's minimum requirements. Client has determined their technical needs will be met, and internal systems and policies, as well as third-party vendors, are compatible with Workday. Any technical issues which may arise during implementation are to be resolved by Client.
- h. Lead the coordination with any Client's third-party vendor involvement required to complete the Services. Client understands that some of their third-party vendors may charge fees for the completion of Services and such fees are the sole responsibility of Client. Client understands that third-party vendors could impact project timelines.
- i. Unless otherwise agreed by CSLLC's internal security organization, the Client shall use CSLLC's secure transfer site for the secure exchange of sensitive employee data with the CSLLC support personnel. Client will agree to limit use for data conversion or production support purposes only for the duration of the activities required. CSLLC will inactivate the secure transfer site within thirty (30) days after the support activities are completed. Client will not use CSLLC's site for the transmission of any integration files for third-party vendors. CSLLC is not responsible for back up, archiving, or maintenance of files stored on the secure transfer site. In the event CSLLC utilizes its internal "Daytona" tool for data conversion ("Daytona"), Daytona and all of its components must be installed on the CSLLC secure cloud server and utilized solely within CSLLC's secure transfer site. Further, Daytona IP addresses must be added to the tenant whitelist. Daytona uses its own implementer account that must be excluded from multi-factor authentication.
- j. Use CSLLC provided central repository solution for non-sensitive project document sharing and CSLLC's secure transfer site for the secure exchange of sensitive Client employee data with the CSLLC project team.
- k. Be responsible for any job catalog and/or compensation restructuring efforts, with initial draft of restructure completed by the start of project. If support is needed from the CSLLC project team and/or these milestones are not met, this may result in an increased timeline and level of effort.

- l. Perform all the Client responsibilities in the stages identified, and per the project plan including but not limited to sign off at the completion of each stage, provision of data files, provision of test scenarios, execution of test scenarios and integration testing.
- m. Be solely responsible for testing and any move-to-production activities, which shall include configuration, business processes, data, reports and integrations. Client will provide written acceptance of test results to CSLLC prior to any move-to-production.
- n. In the event CSLLC is required to assist Client with move-to-production activities, Client will provide written approval if CSLLC's assistance is required during Client's move-to-production activities. Upon completion of move-to-production activities, Client will verify production results and shall be solely responsible for production accuracy. Client shall provide written acceptance to CSLLC after such move-to-production activities have been completed.
- o. Adhere to the outlined meeting schedules defined in the Section 2.0 Services and Responsibilities table; any variation could result in an impact to cost and timeline.
- p. Coordinate participation from key stakeholders and project team to attend a single CSLLC led Architect Session and CCS per functional area. If additional workshops or sessions are needed, the Client Project Manager will work with the CSLLC EM to determine impact to project and timeline.
- q. Use CSLLC tools and templates. If the Client requires CSLLC to utilize Client specific/owned tools and templates, the Client Project Manager will work with the CSLLC EM to determine impact to project.
- r. Processing of payroll occurs out of a centralized office for all locations included in the payroll Scope.
- s. Gathering of payroll requirements and testing will be owned by a centralized office for all locations included in the payroll Scope.
- t. Knowledge Transfer will be delivered to a key resource and the Client is responsible for training their payroll organization.
- u. If 1099 tax elections and payroll processing are required, those will be handled by a third-party vendor or the Client's accounts payable department. Workday does not currently support 1099 tax elections or processing as part of the core Workday payroll module.
- v. Payroll commitments, payroll obligations, and position budgets are not included in the Scope of this SOW.
- w. Client is responsible for payroll compliance review with internal or external counsel.
- x. Delivered Workday Fair Labor Standards Act (FLSA) standard forty (40) hours per week functionality will be used.
- y. Active Withholding Orders to be entered manually by Client.
- z. Workday does not currently support tax filing as part of the core Workday payroll module and only provides basic tax balancing reports as part of the delivered payroll module.
- aa. Client will use the Federal and State Tax Reporting portals for tax reporting purposes utilizing Workday's standard tax reports.

Integration Assumptions

- a. Client integration functional owners are available for integration discovery and design sessions throughout the Plan and Architect and Configure stages.
- b. Client integration resources are Workday trained before they are assigned integration development access in implementation tenants.

- c. Client/third-party vendor design meetings for all CSLLC owned integrations will not exceed eighty-five (85) hours across all integrations. If more hours are needed, a Change Order may be required to adjust the effort.
- d. CSLLC Integration team assistance for integrations assigned to Client will not exceed fifty (50) hours.
- e. Requirements and specifications for all in Scope Integrations will be available by the end of the Plan Phase. If not, a Change Order will be required to adjust the timeline and effort.
- f. Client integration workstream meetings will be limited to a sum of two (2) hours per week for all integration resources.
- g. Inbound integrations are scoped using Workday standard fields. If Workday custom objects are needed to store data, the integration effort will need to be revised.
- h. Workday required performance testing is not in Scope.
- i. Requirements and specifications for all in Scope Integrations will be available at the start of Plan Phase.
- j. Integrations (both CSLLC and Client owned) may be separated into batches depending on priority, critical and project timeline impacts; timelines could be adjusted due to delays in requirements or Client accessibility. Batches will have varying timelines to accommodate prioritization and Architect workshop schedules to reduce rework. Wherever possible, integrations which directly impact payroll results should be given priority to ensure applicable integrations are ready prior to the start of parallel testing.
- k. Integrations dependent upon FDM may follow separate milestones and testing cycles.

Prism Assumptions

- a. Client will subscribe to Workday's Prism product prior to project kick-off. Prism subscription must include sufficient data storage and published rows allowance to support the Scope of this SOW.
- b. Client will identify and confirm the specific data sources to be used and the Client must have independently obtained the rights and/or permissions to use all selected data sources for the intended purpose. CSLLC does not provide any data.
- c. CSLLC and Client will jointly develop an approach to handle the orphaned records where there is not a match on Workday instance.
- d. All data extract files to be available via secure transfer and consumed into Prism via standard Prism secure transfer integration. REST API and Workday Studio integrations are Out-Of-Scope.
- e. Data extract files will have a consistent data schema over time.
- f. Client has a clear, concise, and well documented definition of any metrics needing to be derived within the Prism Analytics Workflow.
- g. Client will provide any required mappings to connect imported data to necessary Workday instances (e.g., Company, Business Unit, Portfolio, Custodian, Investment Manager, Equivalent Ratings).

Authentication Assumptions

- a. CSLLC will advise Client of the Workday options for a single sign-on solution and will perform the applicable authentication setup within the Workday tenant.
- b. Multi-Factor Authentication ("MFA") is managed by Client and if Workday MFA setup is required this will result in an increased level of effort.

- c. Client is responsible for all implementation work outside of the Workday tenant (e.g., Security Assertion Markup Language (“SAML”) setup, identity server). Client will provide the appropriate resource commitments and skill sets depending on the single sign-on option selected during design.

Data Conversion Assumptions

- a. Client’s project team will provide a single data file to CSLLC for each template regardless of the number of legacy systems.
- b. Client is responsible for data validation and mapping requirements for all data. Client will provide all translation values and mapping to CSLLC within the design configuration workbooks.
- c. Client is responsible for updating, testing, and maintaining delivered data extraction scripts/accelerators to accommodate Client’s specific configuration or design.
- d. The CSLLC consultant project team will then load the provided information directly into the Workday tenant using Workday’s web services. As data conversion is an iterative process, the Client will be responsible for all data cleanup identified during the process and is responsible for supporting multiple data extracts from the legacy systems.

Testing Assumptions

- a. Client will provide a Test Lead who is responsible for overseeing test scenario creation and consolidating scenarios to be used for End-to-End, user acceptance testing, Parallel and Regression testing, managing testers, and reporting out testing metrics.
- b. Client and CSLLC will implement a Change Control Process to review and approve proposed enhancements coming out of testing to identify the priority and potential impact to timeline, resources, and level of effort prior to changes being made.
- c. Client will finalize and sign off on end-to-end testing prior to entering parallel testing. Exceptions must be agreed upon by CSLLC if additional end-to-end testing is required prior to entering parallel testing.
- d. Testing will be completed within the time specified in the timeline.
- e. Client will coordinate participation from project testers to be co-located together on a remote basis, or at a mutually agreed upon shared site if CSLLC is able to travel in accordance with its internal policies and procedures. If additional support locations are needed for testing, the Client Project Manager will work with the CSLLC EM to determine impact to project and timeline.
- f. When a Workday Update occurs, the only additional changes which will be included in the project are those which are automatically required by Workday. Any additional functionality is Out-of-Scope.
- g. Two (2) parallel payroll testing cycles during the parallel stage are assumed to be in the Scope of this SOW.
- h. Client is responsible for providing any executive summaries for parallel reporting to the project leadership team.

Government Deployment Approach Assumptions

- a. CSLLC Team will utilize pre-configuration to conduct the architect sessions in the Architect and Configure stage. The approach for the architect sessions will be to review pre-configuration and then align areas which are in Scope but are not part of the pre-configuration.
- b. Business process configuration is limited to the processes defined in Appendix D.
- c. The Workday pre-configured content will be leveraged as the basis for design and configuration within the Scope of this project. CSLLC will not be performing a traditional fit-gap analysis on Client business requirements. If the pre-configured tenant is not appropriate for the Client, as determined by the Client, additional professional Services may be required. The Client is ultimately responsible for verifying that the pre-configured content is appropriate.
- d. Integrations to be designed to current state requirements and not reformatted during timeline unless Workday delivered templates are available for deployment. If current state is no longer supported, the effort will need to be assessed and the timeline may be impacted.

General Assumptions

- a. CSLLC will operate in a global delivery model from onshore and CSLLC's GDC locations.
- b. Unless the Parties agree otherwise, support hours for onshore are assumed to be within standard business hours, defined as follows, with response time based on forecasted hours:
 - i. 9:00 AM Eastern Time (ET) through 5:00 PM ET.
 - ii. Monday through Friday.
 - iii. Excluding CSLLC holidays. A list of CSLLC holidays will be made available to the Client upon request.
- c. All meetings where CSLLC's GDC consultants' involvement will be required will be scheduled between 9:00 AM ET and 1:00 PM ET.
- d. CSLLC's GDC consultants, when required, will be available during the Client's business hours for key events defined as follows:
 - a. Requirement workshops
 - b. End-to-end testing of critical issue triage

5.0 Term and Termination

- a. This SOW shall commence on the Start Date identified above and shall continue through November 10, 2023 (the "Term"), unless terminated sooner by providing CSLLC ninety (90) days' prior written notice.

6.0 Pricing

- a. CSLLC will invoice and Client shall compensate CSLLC on a Fixed Fee basis as set forth in the table below for Services rendered. This price is inclusive of any and all associated charges and fees which CSLLC may experience during the fulfillment of this SOW, with the exception of Section 7.0 Expenses. Pricing is based on the schedule defined in the SOW; any changes to the schedule will require a modification in price. Invoices will be paid subject to the terms and conditions of the Agreement. Total cost of the engagement is listed in the Milestones and Events table below.
- b. Payments will be made according to the following schedule.

Fixed Fee and Invoicing				
Milestone / Event	Invoice Date	Invoice Amount	CSLLC Investment	Total Invoice Amount
Strategy Stage: Strategy	11/1/2022	\$ 263,844	-\$4,947	\$ 258,897
Plan Stage: Delivery of Plan Artifacts	12/2/2022	\$ 263,844	-\$4,947	\$ 258,897
Architect & Configure Stage: Workset A Completion	1/6/2023	\$ 263,844	-\$4,947	\$ 258,897
Architect & Configure Stage: Workset B Completion	2/10/2023	\$ 263,844	-\$4,947	\$ 258,897
Architect & Configure Stage: Workset C Completion	3/17/2023	\$ 263,844	-\$4,947	\$ 258,897
Architect & Configure Stage: Delivery of end-to-end Tenant	4/21/2023	\$ 263,844	-\$4,947	\$ 258,897
Test Stage: Completion of Cycle One (1) Testing	5/26/2023	\$ 263,844	-\$4,947	\$ 258,897
Test Stage: Completion of End to End Test	7/14/2023	\$ 263,844	-\$4,947	\$ 258,897
Test Stage: Completion of Parallel Test	8/25/2023	\$ 263,844	-\$4,947	\$ 258,897
Deploy Stage: Completion of Move-to-Production (Go-Live)	9/29/2023	\$ 131,922	-\$2,474	\$ 129,448
Post-Production support: Completion of Project	11/10/2023	\$ 131,922	-\$2,473	\$ 129,449
Project Total for All Phases		\$ 2,638,440	-\$49,470	\$ 2,588,970
Estimated Expenses				\$0
Grand Total				\$ 2,588,970

- c. Workday Delivery Assurance and Workday specific training services and fees will be covered under a separate agreement between Client and Workday.
- d. Invoices will be emailed to the following address(es): **Client – please provide correct email address(es).**

Any other mailed correspondence will be delivered as follows below:

Richland County, South Carolina
 2020 Hampton Road
 Columbia, SC 29201

- e. Any additional Services rendered in addition to the Scope as defined in this SOW will only be performed after the Parties agree to a Change Order utilizing the rate table to build the cost as identified below:

Project Role	Rate
Strategy Architect	\$295
Strategy Consultant	\$285
Change Architect	\$255
Functional Architect	\$215
Principal	\$190
Consultant	\$175
Associate	\$130
Integrations (Offshore)	\$60

- f. Any and all fees associated with Client’s e-invoicing, portal, or payment solution will be the responsibility of Client, without dispute. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.

- g. [CLIENT TO INSERT PO NUMBER ("PO#") HERE, IF REQUIRED – Confirmation will allow for timely and accurate invoice submission. If a PO# will not need to be generated, please make a note in this section.]

Milestone/Event Definitions

Strategy Stage: Strategy – This Milestone is achieved after the following is complete:

- a. Strategy Map with defined vision, guiding principles, goals & objectives, value statements, and success metrics.
- b. Project Governance Model with defined roles & responsibilities including cadence, decision making authority and escalation process.
- c. Strategic Readiness facilitation documents and decision/action items documented in a Risks, Assumptions, Issues, and Dependencies (RAID) log.
- d. Data assessment including summary of key findings and recommendations from Strategic Readiness sessions.

Plan Stage: Delivery of Plan Artifacts – This Milestone is achieved after the following is complete:

- a. Project Charter
- b. Draft project schedule and plan
- c. Kickoff deck agenda and presentation draft
- d. Schedule for architect workshops

Architect & Configure Stage: Workset A Completion – This Milestone is achieved after the following is complete:

- a. Workset Data Loads completed
- b. Workset Playbacks completed

Architect & Configure Stage: Workset B Completion – This Milestone is achieved after the following is complete:

- a. Workset Data Loads completed
- b. Workset Playbacks completed

Architect & Configure Stage: Workset C Completion – This Milestone is achieved after the following is complete:

- a. Workset Data Loads completed
- b. Workset Playbacks completed

Architect & Configure Stage: Delivery of end-to-end Tenant – This Milestone is achieved after the following is complete:

- a. End-to-end tenant build for use in end-to-end testing

Test Stage: Completion of Cycle One (1) Testing – This Milestone is achieved after the following is complete:

- a. Execution of Cycle one (1) testing is complete and Cycle two (2) testing has begun

Test Stage: Completion of end-to-end Test – This Milestone is achieved after the following is complete:

- a. Execution of test scenarios or timeframe for end-to-end testing has lapsed
- b. Any issues reasonably identified as preventing progress to Parallel Testing have been addressed or mitigated. Start of any Services or Responsibilities in the Deploy Stage will be deemed as completion of this Milestone.

Test Stage: Completion of Parallel Test – This Milestone is achieved after the following is complete:

- a. Timeframe for Parallel testing has lapsed
- b. Any issues reasonably identified as preventing progress to Production have been addressed or mitigated. Start of any Services in the Deploy Stage will be deemed as completion of this Milestone.

Deploy Stage: Completion of Move-to-Production (Go-Live) – This Milestone is achieved after the following is complete:

- a. Production Workday system is available to any Client employees.

Post-Production support: Completion of Project – This Milestone is achieved after the following is complete:

- a. Timeframe for post-production support has lapsed following the move-to-production.

CSLLC will present the applicable Deliverables to the Client and the Client will have three (3) business days to provide a specific list of reasonable issues to be remedied. CSLLC will address issues and resubmit the deficient Deliverables. After three (3) business days, should the Client not provide a list of issues, the Deliverables will be deemed complete. Use of the Deliverables by the Client will deem the Deliverables as completed.

7.0 Expenses

It is expected Services will be provided primarily on a remote basis. If travel is required, all reasonable travel expenses incurred by CSLLC related to the performance of the Services defined herein, shall be invoiced to Client. All such travel will comply with CSLLC's Travel and Expense Policy, which shall be made available to the Client upon request. All fees or penalties incurred due to cancellations or changes of travel at Client's request shall be invoiced to Client.

8.0 Signatures

IN WITNESS WHEREOF, the Parties have duly executed this SOW by their respective authorized representatives as of the SOW Effective Date.

Collaborative Solutions, LLC

Richland County, South Carolina

Authorized Signature

Authorized Signature

Name

Name

Job Title

Job Title

Date

Date

DRAFT

Appendix A – Detail Roles Description

Client Roles

Client personnel are experts on Client business/technologies and as such will have responsibility for providing project management, non-Workday functional, technical, and culture expertise to the project.

Client project team members and cross-functionality representation are currently identified as follows:

(Note that project teams’ roles could be specific to implementation needs.)

Team Member	Description of Role
<p>Steering Committee, Senior Design Reviewers, Key Stakeholders, Executive Sponsor</p>	<p>The Steering Committee provides funding and support to the project. Responsibilities include:</p> <ul style="list-style-type: none"> ● Obtaining appropriate funding and approvals ● Ensuring all appropriate resources are available for the project ● Resolving issues which are impeding the progress of the project ● Providing overall direction to the Client Project Manager ● Sign off on key deliverables/project milestones ● Assuring project delivery and quality control ● Attending Steering Committee Meetings
<p>Project Manager</p>	<p>The Client Project Manager is a dedicated resource focused specifically on the Workday implementation. While CSLLC understands there are many other activities linked to the implementation, this resource needs to be dedicated full-time to the project. Responsibilities include the following:</p> <ul style="list-style-type: none"> ● Establishing and managing the project details, deliverables, schedules, tasks, assignments, and execution ● Coordinating business teams and support teams ● Driving the implementation of the optimized processes ● Managing the resolution of issues ● Anticipating and resolving issues which could impact the Project Budget, Schedule, Scope or Quality
<p>Functional Team (Global Process Owners, Process Leads, and SMEs/Business Analysts)</p>	<p>The Functional Team are those familiar with Client business processes and systems. These individuals provide information to the CSLLC Functional Consultant(s) to configure the Workday solution. Responsibilities include:</p> <ul style="list-style-type: none"> ● Communicate functional requirements which need to be configured in Workday ● Describe current business processes and work with team to simplify and improve ● Work with CSLLC Consultants to help map and load data into Workday ● Actively participate in all testing activities ● Pre-validate extracted data files prior to providing it to CSLLC; then validate data after it has been converted into Workday solution ● Contribute to identifying and executing test scenarios for functional areas

Team Member	Description of Role
	<ul style="list-style-type: none"> ● Perform end user training ● Participate in knowledge transfer
Technical Team (Integration Lead, Integration Engineers/Developers, and Data Conversion Specialist)	<p>Technical resources perform the following:</p> <ul style="list-style-type: none"> ● Support the conversion and loading of data contained in existing systems ● Design and develop custom integrations as outlined within the Scope section above ● Develop custom reports ● Manage Client communications ● Participate in knowledge transfer ● Actively participate in testing activities <p><i>Note: Resource experience, data quality and the amount of transformation required could impact the actual resources needed to support the data conversion efforts.</i></p>
Internal Auditor	<p>The Internal Auditor works with the Project Team to ensure proper procedures are followed and proper documentation is created for the implementation of Workday. This person is responsible for providing compliance-related guidance and expertise to the Project Team.</p>
Test Lead	<p>The Client Test Lead develops and manages the overall Client Test Strategy and Plan. Responsibilities include:</p> <ul style="list-style-type: none"> ● Establish an approach to testing ● Define resource requirements for testing ● Establish the test schedule ● Conduct overall execution of the Client prescribed end-to-end (including Integrations), production dress rehearsal, and Parallel test process for Workday Payroll from start to end of the test period ● Facilitate testing coordination and progress meetings ● Successfully manage defect resolutions ● Resolve test issues via coordination of Client and CSLLC teams as required to complete testing for successful completion of Workday test ● Define the overall test strategy ● Define test approach, roles, and responsibilities ● Define test tools and scenarios by tester and success criteria for each test stage ● Define and report test metrics to the project team and project executives
Organizational Change Lead	<p>The Organizational Change Lead is focused on planning and executing the change management and communications activities. He or she is the primary counterpart to the CSLLC Organizational Change Lead (if there is someone assigned) and is responsible for providing primary insight into the Client’s culture, operations, and competing projects or interests. The Organization Change Lead is the primary liaison between the project team and other internal resources needed to execute and deploy the various change management and communications activities. He or she is ultimately responsible for all change management and communications-related deliverables.</p>

Team Member	Description of Role
Training Lead	<p>The Training Lead is focused on planning and executing the end user training activities. He or she is the primary counterpart to the CSLLC Training Lead (if there is someone assigned) and is responsible for providing primary insight into the Client’s training resources and preferences, as well as competing projects or interests related to end user training. The Training Lead is the primary liaison between the project team and other internal resources needed to plan, execute, and deploy the various training activities for the deployment. He or she is ultimately responsible for all training-related deliverables. The Client may choose to assign the Organizational Change Lead and Training Lead roles and responsibilities to a single actual resource.</p>
Training Communications, and Change Management support Resources	<p>Depending on the specific strategies and plans the Client establishes as part of its OC&T program, additional resources will be needed at various times throughout the project lifecycle to support and execute the communications, change management, and training plans. These roles often include:</p> <ul style="list-style-type: none"> • Training Developers responsible for developing and revising the end user training collateral as defined in the Training Curriculum Plan • Communications Leads/Developers responsible for developing, revising, and deploying the end user communications collateral as defined in the Communications Plan • Trainers and Super Users responsible for gaining advanced familiarity with the new systems and user support tools, and in turn planning and delivering pre-Go-Live and ongoing training to end user audiences • Change Champions responsible for generating awareness and support around future changes within their designated areas of influence

Workday Roles

If Workday is contracted by the Client, Workday, under a separate contract, will provide Delivery Assurance services. Workday core responsibilities include:

Team Member	Description of Role
Delivery Assurance Group	<p>Comprised of Workday Implementation Specialists, the Delivery Assurance Group works with the Client towards the implementation of the Workday solution. The Delivery Assurance Group conducts a series of quality assurance reviews at major project milestones, when the group reviews project documentation, product configuration, and business processes. The Delivery Assurance Group is responsible for the development and enhancement of the Workday implementation methodology and works closely with Product Strategy and Development in helping steer product direction.</p> <p><i>Note: Delivery Assurance will be a separate agreement to be contracted directly with Workday.</i></p>

Appendix B – Integrations and Custom Reports

Integrations

The following integrations are in Scope. Please refer to the column labeled “Owner” to identify if the integration is Client assigned or CSLLC assigned.

ID#	Integration Name	Third-Party Vendor	Functional Area	Integration Data Type	Tool	Owner	Cloud Connector Name	Notes
INT001	Active Directory SAML SSO	Microsoft	Security	Basic SSO SAML Setup Outbound Custom	Setup	CSLLC		
INT002	Azure Active Directory - Bidirectional	Microsoft	HCM	Active Directory Outbound Cloud Connect	CC	CSLLC		
INT003	AFLAC Supplemental Benefits - Outbound	AFLAC	Benefits	Demographics Or Enrollment Outbound Cloud Connect	CC	CSLLC	Aflac: Supplemental Benefits	
INT004	South Carolina PEBA - Benefit Elections - Outbound	South Carolina PEBA	Benefits	Demographics Or Enrollment Outbound Custom	EIB/DTS	CSLLC		Support all PEBA benefit enrollments
INT005	TASC COBRA - Initial Rights - Outbound	TASC	Benefits	COBRA Initial Rights Outbound Custom	EIB/DTS	Client		
INT006	TASC COBRA - Events - Outbound	TASC	Benefits	COBRA Events Outbound Custom	EIB/DTS	Client		
INT007	South Carolina New Hire Report - Outbound	State of SC	HCM	Demographic Outbound Custom	EIB/DTS	Client		
INT008	TBD - ACA Print to Post - Outbound	TBD	Benefits	ACA Outbound Cloud Connect	CC	CSLLC		Assumes vendor supports Workday
INT009	IRS - ACA Filing - Outbound	US IRS	Benefits	ACA Outbound Cloud Connect	CC	CSLLC		
INT010	DocuSign - eSignature	DocuSign	Security	DocuSign Cloud Connect	CC	CSLLC		
INT011	eVerify Verification - Outbound	US DHS	HCM	eVerify Outbound Cloud Connect	CC	CSLLC	E-Verify - Employment Verification	
INT012	Indeed - Job Advertising - Outbound	Indeed	Recruiting	Job Advertising Scrape Outbound Custom	Setup	CSLLC		
INT013	Colonial Retirement Deductions - Outbound	Colonial	Payroll	Deductions Outbound Custom	EIB/DTS	Client		
INT014	South Carolina PEBA - Deductions - Outbound	South Carolina PEBA	Payroll	Deductions Outbound Custom	EIB/DTS	CSLLC		Support all PEBA payroll deductions and
INT015	Payroll Check Layout	n/a	Birt	Payroll Check Custom Check Layout_Low	BIRT	CSLLC		
INT016	AP Check Layout	n/a	Birt	Financials Custom Check Layout_Low	BIRT	CSLLC		
INT017	Treasury Check Layout	n/a	Birt	Financials Custom Check Layout_Low	BIRT	CSLLC		
INT018	Synovus - Positive Pay with Voids - Outbound	Synovus	Financials	Positive Pay with Voids Outbound Custom	Studio	CSLLC		
INT019	Synovus - ACH - Outbound	Synovus	Financials	ACH NACHA Payment Outbound Cloud Connect	CC	CSLLC	WPN - ACH CCD (Enhanced Performance)	
INT020	Synovus - Bank Statement - Inbound	Synovus	Financials	Bank Statement Inbound Cloud Connect	CC	CSLLC	Import BAI2 Bank Statement	
INT021	Wells Fargo - ACH - Outbound	Wells Fargo	Financials	ACH NACHA Payment Outbound Cloud Connect	CC	CSLLC	WPN - ACH CCD (Enhanced Performance)	
INT022	Wells Fargo - Bank Statement - Inbound	Wells Fargo	Financials	Bank Statement Inbound Cloud Connect	CC	CSLLC	Import BAI2 Bank Statement	
INT023	1099 Filing Outbound	IRS	Financials	Electronic Filing 1099 Outbound Cloud Connect	CC	CSLLC		
INT024	Landfill Invoices - Inbound	TBD	Financials	Customer Invoices Inbound Custom	Studio	CSLLC		
INT025	Utility Billing Payments - Inbound	TBD	Financials	Accounting Journals Inbound Custom	Studio	CSLLC		

ID#	Integration Name	Third-Party Vendor	Functional Area	Integration Data Type	Tool	Owner	Cloud Connector Name	Notes
INT026	Bank of America - Visa P-Card - Outbound	Bank of America	Financials	Credit Cards Masked Outbound Cloud Connect	CC	CSLLC		
INT027	Bank of America - Visa P-Card - Inbound	Bank of America	Financials	Credit Cards Masked Inbound Cloud Connect	CC	CSLLC		
INT028	Customer Invoice - Layout	n/a	Birt	Customer Invoice Custom Layout_Low	BIRT	CSLLC		
INT029	Customer Statement - Layout	n/a	Birt	Compensation Statement Custom Layout_Low	BIRT	CSLLC		
INT030	eCivis - Grants - Outbound	eCivis	Financials	Grants Outbound Custom	EIB/DTS	Client		
INT031	eCivis - Grants - Inbound	eCivis	Financials	Grants Inbound Custom	Studio	CSLLC		
INT032	Background Check Outbound	S2	Recruiting	Employment Screening Outbound Custom	EIB/DTS	Client		
INT033	Background Check Inbound	S2	Recruiting	Employment Screening Inbound Custom	Studio	CSLLC		

Integration Type Key:

- EIB/DTS = Enterprise Interface Builder/Document Transformation Service
- BIRT = Business Intelligence Reporting Tools
- CC = Cloud Connect
- Studio = Workday Studio
- Other = Web Services or Integration system user setup

The interfaces/integrations required for this project include:

- **Cloud Connect (“CC”)** – CC provides Workday customers with the same level of support as they would receive in the core Workday application. Such Workday integrations are (i) part of the Workday hosted application Service and (ii) provided with ongoing support by Workday in accordance with Workday’s then-current Support and Service Availability Policy. While Workday integrations are designed and developed as part of the subscription license, CSLLC anticipates some amount of time dedicated to configuring and testing the integrations during the implementation.
- **Custom Integrations** – Custom integrations are developed by CSLLC or Client using Workday’s tools such as Report Writer, EIB, DTS, or Studio.

Reports

The following report configuration is in Scope. Any support identified for custom reporting support is inclusive of design discussions, requirements gathering and knowledge transfer.

HCM Reporting

Report Name / Configuration	Area	Description
Organization Footprint	HCM - Distribution Trends and Analysis	Modified version of the Global Footprint standard report to provide headcount by location or hierarchy and job family group

Report Name / Configuration	Area	Description
Growth Rate by Job Family Group	HCM - Distribution Trends and Analysis	Standard report to provide headcount growth by job family group by month configured for custom dashboard
Headcount and Average YOS by Age Range	HCM - Distribution Trends and Analysis	Standard report to provide headcount and average years of service by age band and configured for custom dashboard
Headcount by Management Level	HCM - Distribution Trends and Analysis	Standard report to provide headcount by management level and configured for custom dashboard
Headcount Growth Analysis	HCM - Distribution Trends and Analysis	Modified version of the Headcount Growth Analysis standard report to provide headcount by month
Workforce Tenure – Monthly Trend	HCM - Distribution Trends and Analysis	Modified version of the Workforce Tenure – Yearly Trend standard report to provide headcount by tenure groups and month
Employee Population Trend by Gender	HCM - Diversity	Modified version of the Employee Population Trend by Gender standard report to provide headcount by gender and month
Ethnicity / Management Level Analysis	HCM - Diversity	Standard report to provide headcount by management level and ethnicity and configured for custom dashboard
Male / Female Distribution	HCM - Diversity	Standard report to provide headcount by gender and configured for custom dashboard
Male / Female Workforce Job Family	HCM - Diversity	Modified version of the Male / Female Workforce Majority by Country standard report to provide headcount by gender and job family
Manager Composition by Ethnicity and Years of Experience	HCM - Diversity	Standard report to provide manager headcount, distribution, compa-ratio, and years in position by tenure ethnicity and configured for custom dashboard
People Manager Proportions	HCM - Diversity	Standard report to provide manager headcount by gender and configured for custom dashboard
Hires by Age Group	HCM - Headcount Movement	Standard report to provide hires count by age group and configured for custom dashboard
Promotion Rate	HCM - Headcount Movement	Standard report to provide promotion rate by quarter and configured for custom dashboard
Voluntary Terminations by Management Level	HCM - Headcount Movement	Standard report to provide voluntary termination counts by management level and configured for custom dashboard
Quarterly Turnover Rates	HCM - Headcount Movement	Standard report to provide voluntary, involuntary, and total turnover rates by quarter and configured for custom dashboard
Quarterly Turnover Rates by Organization	HCM - Headcount Movement	Standard report to provide voluntary, involuntary, and total turnover rates by supervisory organization and configured for custom dashboard

<u>Report Name / Configuration</u>	<u>Area</u>	<u>Description</u>
Employee Movement	HCM - Headcount Movement	Standard report to provide hires, transfers, and terminations and configured for custom dashboard
Worker Proportion Trends	HCM - Structured Dynamics	Modified version of the Worker Proportion Trends standard report to provide headcount of managers and employees by month
Manager Headcount by Management Level	HCM - Structured Dynamics	Modified version of the Manager Headcount by Management Level standard report to provide headcount by management level and month
Span of Control by Job Family Group	HCM - Structured Dynamics	Standard report to provide management ratios by job family and configured for custom dashboard
Span of Control by Range of Direct Reports	HCM - Structured Dynamics	Standard report to provide manager span of control and configured for custom dashboard
Span of Control by Month	HCM - Structured Dynamics	Modified version of the Span of Control by Year standard report to provide manager span of control by month
Span of Control – Manager Outliers	HCM - Structured Dynamics	Standard report to provide direct report counts and configured for custom dashboard
Workforce Analysis Dashboard	Custom Dashboard	Configuration of a single custom dashboard to accommodate the reports listed above
Age Band Definitions	Configuration	Configuration of age bands to provide grouping for worker reports Under and Including Age: twenty (20) Age Incremented by: ten (10) Over and Including Age: sixty (60)
Trended Worker	Configuration	Configuration of Trended Worker settings and data generation

Financial Reporting

<u>Report Name</u>	<u>Area</u>	<u>Description</u>
Data Audit - Funds	Financial Accounting	Listing of the funds in the tenant and the hierarchy structure for those funds.
Data Audit - Cost Centers	Financial Accounting	Listing of the cost centers in the tenant as well as the cost center manager assignments, hierarchy structure and related worktags established for those cost centers.
Data Audit - Programs	Financial Accounting	Listing of the programs in the tenant and the hierarchy structure for those programs.
Data Audit - Locations	Financial Accounting	Listing of all locations showing usage, type, hierarchy structure and address information.

<u>Report Name</u>	<u>Area</u>	<u>Description</u>
Data Audit - Grants	Financial Accounting	Listing of all grants in the tenant as well as the grant manager assignments, hierarchy structure and related worktags established for those grants.
Data Audit - Revenue Categories	Financial Accounting	Listing of all the revenue categories in the tenant as well the hierarchy structure.
Data Audit - Spend Categories	Financial Accounting	Listing of all the spend categories in the tenant as well as their usages and hierarchy structure.
Find Projects	Projects	A custom copy of the Find Projects report that has additional data about the projects.
Find Journal Lines with Worktag Details	Financial Accounting	A copy of the delivered Find Journal Lines report with the worktags broken out into their own columns for easier viewing and reporting.
View Plan Lines	Budget	Report showing all budget lines entered with details about the plan, entry type, status and all worktag detail.
Balance Sheet by Fund	Financial Accounting	Custom balance sheet report displaying ledger account balances by fund.
Income Statement by Fund	Financial Accounting	Custom income statement displaying revenue and spend amounts by fund for the report period, current YTD, and prior YTD.
Financial Budget vs Actuals by Fund	Budget/Financial Accounting	This report is designed to show the overall financial budgets by fund and is intended to be used by the central Budget staff for an overall picture to determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals by Cost Center	Budget/Financial Accounting	This report is designed to show the overall budget of a fund by cost centers and is intended to be used primarily by the central Budget staff to look at the top cost center hierarchy and get an overall picture to determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals for Cost Center	Budget/Financial Accounting	This report is designed to show the detailed budget vs actuals for one cost center or a cost center hierarchy. If the user is looking for the details for just one cost center, he/she can choose to repeat the columns by either Fund or Program and can then use the other parameters to limit the view further as appropriate. If the user would like to see the data for a cost center hierarchy, he/she can choose to repeat by Cost Center and can then use the other parameters to limit the view to particular

<u>Report Name</u>	<u>Area</u>	<u>Description</u>
		funds, programs or other worktags as appropriate.
Budget vs Actuals for Program	Budget/Financial Accounting	<p>This report is designed to show the detailed budget vs actuals for one program or a program hierarchy.</p> <p>If the user is looking at the details for one program, he/she can choose to repeat the columns by either Fund or Cost Center and can then use the other parameters to limit the view further as appropriate.</p> <p>If the user would like to see the data for a program hierarchy, he/she can choose to repeat by Program and can then use the other parameters to limit the view to particular funds or cost centers as appropriate.</p>
Budget vs Actuals by Project	Projects/Budget/Financial Accounting	<p>This report is designed to show a life to date overview of the budget and actuals for all projects within a hierarchy and is used primarily by users who are managing multiple projects within a project hierarchy or by the central Budget/Finance team to get an overview of all projects. From here, users can determine where they need to pay attention or drill into the details using other reports.</p>
Budget vs Actuals for Project	Projects/Budget/Financial Accounting	<p>This report is designed to show the detailed life to date budget vs actuals for one project at a time.</p>
Budget vs Actuals by Award	Grants/Budget/Financial Accounting	<p>This report is designed to show a life to date overview of award budgets and is used primarily by the central Budget and Finance staff to look at the top grant hierarchy and get an overall picture of the award budgets. From here, users can determine where they need to pay attention or drill into the details using other reports.</p>
Budget vs Actuals by Grant	Grants/Budget/Financial Accounting	<p>This report is designed to show the detailed life to date budget vs actuals for one grant.</p>
Find Assets	Assets	<p>Custom copy of the delivered Find Assets report that adds in relevant fields and reorders columns to be more practical.</p>

<u>Report Name</u>	<u>Area</u>	<u>Description</u>
Time Off Liability with Worktags	Financial Accounting	Custom version of the Time Off Liability report that includes worktag detail for cost center, fund, etc.
Payroll Accounting Details	Financial Accounting	A report that returns payroll GL entries by worker with worktag details.
Project Remaining Budget for Rollover	Budget	Report for budget team to use when evaluating project budgets at the end of a fiscal year and determining the amount of budget to be rolled to the next fiscal year.
Trial Balance with Worktags	Financial Accounting	Custom trial balance report used for exporting trial balance data to auditors or other programs.
Cash Balance by Fund	Financial Accounting	A report detailing Client’s reportable cash balance by fund.
Payroll Deductions	Financial Accounting	A report detailing the payroll liability amounts withheld from each payroll.
Depreciation Expense by Function	Assets/Financial Accounting	Depreciation expense detailed by function for annual reporting purposes.
Statement of Net Position	Financial Accounting	Government-wide statement for annual financial report.
Statement of Activities	Financial Accounting	Government-wide statement for annual financial report.
Schedule of Expenditures of Federal Awards	Grants/Financial Accounting	Designed to report award expenditures for annual financials.
Up to three (3) formatted fund financial statements for annual report	Financial Accounting	Fund financial statements for annual financial report.

Reports - Prism

The following custom reports are in Scope. Custom reporting support is inclusive of design discussions, requirements gathering and knowledge transfer.

- Up to five (5) custom reports of medium complexity
- Up to five (5) custom reports of low complexity
- Up to two (2) Discovery Boards

Appendix C – Sample Change Order Form

Project Change Order

This Change Order form is used for requesting, documenting, and approving changes to the Workday deployment or other applicable service offering, including, but not limited to, changes to the project’s Scope, changes for a major configuration element, project timeline/schedule changes, integration specifications changes, addition of resources or any other deliverable change from the originally planned Workday deployment or applicable service offering.

Summary

Client:	XYZ Client
SOW/Project Name:	Project ID # / Project Name as it exists in Workday
Change Order #:	C01 (adjust as appropriate)
Project Manager (Client):	Project Manager Name, XYZ Client
Project Sponsor (Client):	Project Sponsor Name, Title
Engagement Manager (CSLLC):	Engagement Manager Name, Collaborative Solutions, LLC (“CSLLC”)
Acceptance Due Date:	The date by which the Client will need this approved to avoid negative timeline impact.
Change Type:	Type of change. For example: <i>integration change, request for additional functionality, change in SOW estimate based on design sessions, etc. (usually more applicable to Phase One (1) or Phase Two (2) projects.)</i> Select one (1): Term Extension (zero (0) budget add) Term Extension (additional hours added) Change in Scope (additional hours added) Change in Scope (no addition hours added) Other (detail in request description)
Impact Assessed by:	List those assessing the impact. Normally the CSLLC EM, Functional or Integrations Consultant, and possibly someone on the Client side.
Priority:	High, Medium, or Low based on need for the change.
Billing:	Select one (1): Bill under current project Bill separately under current project Bill separately under new project
Contract Line Type:	Describe the billing basis. For example: <i>Time & Materials, Fixed Fee Installment/Milestone, Prepaid, Subscription.</i> For “Bill under current

	project,” the billing basis of this Change Order MUST match the applicable SOW’s billing basis.
Is new PO# required?	Select one (1): New PO# (insert PO#) PO# to be created after receiving countersigned documents No new PO# needed

Request Description

<<Describe the change and why it is needed. It is important to describe why this wasn’t estimated correctly in the SOW or where the change occurred. For example:
Adding a new integration for Aetna, COBRA, Qualifying Event. Original integration listed on the SOW addressed only Aetna PPO/HMO, did not specify COBRA. Additional forty (40) hours added to cover COBRA QE.>>
If this CO is for an extension, please include the number of hours and budget remaining on current project.

Business Purpose / Reason for Change

<<Describe the purpose/reason for change and be sure to explain the impact to NOT doing the change. For example:
Client offers COBRA coverage for any employees eligible for a COBRA Qualifying Event; this was not included in the original SOW estimate. If Client does not approve this change Client will not be able to provide COBRA coverage.>>

Impact Assessment

Project Activities Affected:	Describe the additional work that needs to be done. For example: <i>Create one (1) additional integration or three (3) new performance templates need to be configured, etc.</i>			
Deliverables Affected:	Describe deliverables affected. For example: <i>One (1) additional interface file to be delivered to Aetna will be produced.</i>			
Project Schedule Impact:	Describe schedule impact, if any. For example: <i>Architect & Configure stage will be extended by one (1) week to complete all integrations. Include the original end date and new end date, if extending the term of the SOW.</i>			
Pricing Matrix	The following is the Pricing Matrix:			
	Role	Rate	Hours	Cost
	Executive			
	Strategy Manager			
	Senior Functional Architect (Consulting Director)			
	Engagement Director (Portfolio Director)			
	Engagement Manager			
	Functional Architect			
	Senior Principal Consultant			

	Principal Consultant			
	Consultant			
	Analyst			
	Total		<<total>>	

Payment Terms – *If the Client is adding hours*

- Time & Materials SOW: This Change Order will be billed monthly on a Time and Materials (“T&M”) Basis based on actual usage at the rates set forth in the SOW and as identified in the Pricing Matrix above.
- Prepay SOW: This Change Order will be invoiced upon execution by both Parties at the rates set forth in the SOW and as identified in the Pricing Matrix above.
- SDE SOW: This Change Order will be invoiced upon execution by both Parties with a fixed fee amount of \$_____

Assumptions

- Describe any new Assumptions different from the SOW. For Example:
- *Client will provide the requirements for the new integration.*
- If not different from the SOW, add “All Assumptions from the SOW dated XX December XXXX apply to this Change Order”, otherwise, if there are new Assumptions different from the SOW, list them here.

Authorization

Client Authorization Signature	Collaborative Solutions, LLC Authorization Signature
Name	Name
Job Title	Job Title
Date	Date

SAMPLE – Do Not Sign

Appendix D – Detailed Functionality

As the project progresses, there will be a review of the overall Scope after Architect sessions. If the intended Scope is outside of this SOW, a Change Order will be required which may affect overall cost (level of effort) and timeline.

Workday Foundational elements such as dashboards, reporting, analytics, Business Process Framework, and employee self-service are built into every Workday module.

During Client deployment, the following elements will be in Scope:

- **Modifiable Business Processes:** Assumption of one (1) standard business process (no rule based) for those identified below with no more than twenty (20) steps. Up to one (1) parallel stage per process where applicable. Unused steps within a process will not apply to alternate business processes. Includes up to two (2) consolidated templates for applicable processes. Includes up to two (2) Staffing Field Default condition rules total. Client will leverage Workday system capabilities and change business practices where possible to keep system maintenance for complex exception-based scenarios to a minimum. CSLLC will adjust/update and configure a specific number of business processes by Function outlined in the Scope Table below. All other business processes will be delivered with CSLLC Delivered Configuration and will be the responsibility of the Client to update during end-to-end testing if needed.
- **Guided Tours:** Guided Tours are assumed Out-of-Scope unless OC&T is in Scope and Guided Tours are explicitly identified in the Scope.
- **Tenant Branding:** Workday delivered tenant branding is in Scope. Any changes to images uploaded will be completed by the Client through Knowledge Transfer.
- **Dashboards:** Workday delivered dashboards for the functional Scope below will be configured with Workday delivered reports unless custom reports are included in Scope in Appendix B.
- **Translations:** Translations conversion is not in Scope.
- **Scheduled Reports & Alerts:** Scheduled Reports, Task Alerts, and Business Process Alerts are not in Scope. General report-based alerts are defined within the Scope in Appendix B.
- **Setup Values:** Values, including organizations, are assumed to be current values only (no historical loads) unless needed to support the data conversion Scope described in Appendix E.
- **Documents:** Documents are assumed to be attachment only. Generated Documents and/or Documents enabled for Adobe e-sign or DocuSign are assumed out-of-Scope unless defined within Scope below. Templates do not include logos or any specialized formatting unless identified as a Business Intelligence Reporting Tools (BIRT) layout in the Reporting Scope.
- **Request Framework:** Request Framework is assumed out-of-Scope unless identified below.

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
HCM: Core	Organization hierarchy structure per organization type (supervisory, company, cost center, custom, and location hierarchy) (not including Organization Studio)	Y	Two (2)
	Physical location(s) where workers perform job functions (not including Workspaces)	Y	
	Matrix Organization Tracking	N	
	Job Catalog with position-related attributes such as management hierarchy (not including skills and experience)	Y	
	Staffing Model used to manage headcount	Y	One (1)
	Worker Profile for detailed worker information tracking (not including Purging)	Y	
	Worker Document(s)	Y	Up to fifteen (15) (up to five (5) document security segments with associated segment-based security groups)
	Regulatory Reporting: Workday delivered Compliance Reports	Y	
	Employee Contract(s)	N	
	Probation Period Tracking	Y	Up to four (4) probation period defaulting rule(s)
	Notice Period Tracking	N	
	Contingent Worker Tracking	Y	
	Retiree Functionality	Y	
	Union(s)	N	
	Collective Bargaining agreement(s)	N	
	Additional (Multiple) Jobs	Y	
	Position Budgeting	N	
	Onboarding	Y	
<ul style="list-style-type: none"> Onboarding Setup Template(s) 		Up to three (3)	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	<ul style="list-style-type: none"> Additional Worker Documents 		Up to twenty (20)
	<ul style="list-style-type: none"> Bulletin Worklets 		Up to three (3)
	Form I-9 Tracking	Y	
	Basic HCM Asset Tracking	N	
	Reference Letter Template(s)	N	
	Safety Incident Tracking	N	
	Committees Tracking (not including meeting agendas, voting and external committee membership tracking)	N	
	Workday Assistant	N	
	Workday Today	Y	
	Custom Security Groups	Y	Up to three (3) (up to one (1) intersection security group)
	Custom Questionnaire(s)	N	
	Modifiable Business Processes	Y	<ol style="list-style-type: none"> Hire Employees Contract Contingent Worker Onboarding Onboarding Setup Change Job End Contingent Worker Contract Create Position Terminate Employee Request Compensation Change Up to three (3) additional configurable business processes
Compensation: Core	Compensation packages	Y	Up to one (1)
	Compensation grades tied to job profiles	Y	Up to twenty-five (25) Compensation Grades and Grade Profiles Combined
	Compensation grade steps	Y	Up to ten (10) (up to five (5) progression rule(s) total

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Compensation Plans (not including Calculated Plans, Reimbursable Allowance Plan functionality, Deferred Compensation or Compensation: Processing functionality unless otherwise called out in Scope)	Y	Up to one (1) Hourly Plan Up to five (5) One-Time Payment Plans Up to one (1) Salary Plan Up to five (5) Allowance Plan
	Severance Packages	N	
	Custom Total Rewards Template(s)	N	
	Wage Theft Prevention Template(s) [New York, California, Washington DC, Minnesota Only]	N	
	Compensation Survey Management Survey(s)	N	
	Custom Security Groups	Y	Up to one (1) (up to one (1) intersection security group)
Benefits	Benefit plans	Y	Up to forty-eight (48) (up to one (1) benefit rate type each)
	Benefit credit(s) and/or surcharge(s)	N	
	Benefit group(s)	Y	Up to four (4)
	Benefit Job(s)	Y	
	Dependents and beneficiaries tracking	Y	
	Benefit Enrollment Event(s) (including Passive Events)	Y	Up to sixteen (16) Benefit Events (Plus Conversion Events)
	Open Enrollment enablement for 2024 cycle, referencing existing or in Scope plans	Y	
	Enrollment Event Rule(s)	Y	Up to one (1)
	Evidence of Insurability (EOI) management (not including automation from third-party vendor)	Y	
	Workday delivered COBRA Eligibility Processing to third-party administrator	Y	
	Affordable Care Act (ACA) Measurement Period Tracking	Y	
1094/1095-C Reporting	Y		

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Medicare Tracking	Y	
	Dependent verification functionality through use of custom IDs	N	
	Custom Security Groups	Y	Up to one (1) (up to one (1) intersection security group)
	Modifiable Business Processes	Y	<ol style="list-style-type: none"> 1. Change Benefits for Life Events Review Process 2. Dependent Event 3. Change Benefits 4. Passive Even 5. Up to one (1) additional configurable business processes
Talent & Performance Management	Worker Profile and Skills <i>(not including qualification equivalence rules)</i>	Y	
	Workday Skills Cloud	Y	
	Talent Marketplace	N	
	Competencies: <ul style="list-style-type: none"> • Proficiency scales • Rating scale(s) for competencies 	Y Y Y	Up to number (10) One (1) One (1)
	Career Development Tracking	Y	
	Mentoring Relationships Tracking	N	
	Check-Ins	N	
	Talent review template(s)	Y	Up to two (2)
	Nine-Box (9-Box) Talent Calibration Program(s)	N	
	Succession Planning for Positions & Pools	Y	
	Potential, readiness, retention, and loss impact tracking	Y	
	Custom talent card layout(s)	N	
	Feedback Enablement Template(s)	N	
	Organization and personal goals management	Y	Up to one (1) rating scale & one (1) completion scale
	Performance Review Template(s)	Y	Up to three (3) (up to one (1) rating scale)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Performance Review Calibration (Ratings Normalization) Program(s)	N	
	Development Plan Template(s)	N	
	Performance Improvement Plan Template(s)	Y	Up to one (1)
	Disciplinary Action Template(s)	Y	Up to one (1)
	Custom Security Groups	Y	Up to one (1) (up to one (1) intersection security group)
	Modifiable Business Processes	Y	<ol style="list-style-type: none"> 1. Manage Education 2. Start Performance Review 3. Complete Manager Evaluation for Performance Review 4. Give Feedback 5. Manage Goals 6. Mangle Job History 7. Complete Self Evaluation for Performance Review 8. Import Professional Profile 9. Set Review Content for Performance Review 10. Mange Competencies 11. Manage Succession Plan 12. Start Disciplinary Action 13. Complete Manager Evaluation for Disciplinary Action 14. Start Performance Improvement Plan 15. Complete Manager Plan for Performance Improvement Plan 16. Up to two (2) additional configurable business processes
Recruiting	Job Requisitions	Y	
	Evergreen (Pipeline) Job Requisitions	Y	
	Confidential Job Requisitions	N	
	Internal career site(s)	Y	Up to one (1)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	External career site(s)	Y	Up to one (1)
	Job posting template(s)	Y	Up to three (3)
	Referral program(s) (leveraging in Scope one-time payment plan(s))	Y	Up to one (1)
	Application Questionnaires	Y	Up to two (2) Internal and up to two (2) External Questionnaires with up to twenty-five (25) Questions total
	Background check package(s)	Y	Up to five (5)
	Non-Integrated Assessment Test(s)	N	
	Candidate self-scheduling enablement (not including calendar set-up)	N	
	Outlook Office 365 or Google Calendar Scheduling Integration	N	
	Masked Candidate Screening	N	
	Offer letter template(s)	Y	Up to two (2) (up to four (4) conditional text blocks per letter)
	Employment agreement Template(s)	N	
	Recruiting Agencies	N	
	Additional Custom Notifications	Y	Up to five (5)
	Additional (Non-Application) Questionnaires	Y	Up to two (2)
	Candidate Document templates	Y	Up to two (2)
	Custom Security Groups	Y	Up to three (3) (up to one (1) intersection security group)
	Modifiable Business Processes	Y	<ol style="list-style-type: none"> 1. Job Application (up to one (1) Dynamic Workflow) – maximum of one (1) label override per stage 2. Job Requisition 3. Offer 4. Up to one (1) additional configurable business processes
Learning Management	Extended Enterprise Enablement	N	
	Standalone Lesson Enablement	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Course Enablement	Y	Up to four (4) total equivalency rules, up to two (2) total expiration rules, up to two (2) content highlight rules
	Course/Program Costing/Pricing	N	
	Media Interaction(s)	Y	Up to two (2)
	Course Offering Enablement	Y	
	Programs Enablement	Y	
	Campaigns Enablement	Y	Up to two (2) audiences with up to four (4) condition rules each
	Workday Content Cloud Configuration	N	
	Learning Security Segment(s) with associated segment-based security group(s)	Y	Up to five (5)
	Custom Security Groups	Y	Up to three (3) (up to one (1) intersection security group)
	Modifiable Business Processes	Y	<ol style="list-style-type: none"> 1. Enroll In Content 2. Drop Learning Enrollment 3. Manage Course 4. Up to one (1) additional configurable business processes
Absence Management	Absence Countries		Up to one (1)
	Accruals	Y	Up to twelve (12)
	Time Off's	Y	Up to thirty-six (36)
	Purchase or Sale of Time off (PTO, Annual Leave, Vacation?)	Y	
	Holiday Calendars	Y	Up to two (2)
	Leave Types with an entitlement	Y	Up to four (4)
	Leave of Absence Validations	Y	Up to four (4)
	Leave Types without an entitlement	Y	Up to eight (8)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Self-Administration of leave of absence	Y	
	Leave segment security groups	Y	Up to three (3)
	Modifiable business processes	Y	Request Time Off Correct Time Off Request Leave of Absence Request Return from Leave of Absence a. Up to four (4) total process steps b. Up to four (4) notifications Absence Calendar No steps or notifications
Time Tracking	Time Tracking Countries	Y	Up to one (1)
	Time entry codes	Y	Up to twenty (20)
	Time calculations	Y	Up to sixteen (16)
	Time entry validations	Y	Up to ten (10)
	Time tracking templates	Y	Up to four (4)
	Configurable alerts, including reports required to build necessary alerts	Y	Up to three (3)
	Time Tracking aligned Period schedules	Y	One (1)
	Work schedule calendars with eligibility rules	Y	Up to five (5)
	Work schedule calendars without eligibility rules	N	
	Custom Security Groups	Y	Up to two (2) Intersection security groups to support employee and manager self-service
	Modifiable business processes	Y	Enter Time a. Up to four (4) total process steps b. Up to four (4) notifications Reported Time Batch Event a. Up to one (1) total process step Up to two (2) notifications

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
Scheduling	Time zones	Y	Up to two (2)
	Multiple positions	Y	Availability will be entered by workers after Go Live as part of an Employee Self Service familiarization exercise. Worker Preferences and Overrides will be loaded for employees with multiple jobs/positions
	Organizations – re-organization of the Supervisory Organization structure and/or Custom Organization structure	N	
	Eligibility schedule tag types	Y	One (1)
	Labor Optimization	Y	
	Modifiable Business Processes	Y	<ul style="list-style-type: none"> • Change Worker Schedule Tags • Change Worker Scheduling Settings • Change Worker Schedule Preferences • Change Worker Availability • Open Shift • Take Back Shift • Cover Shift • Swap Shift • Accept Shift Swap • Publish Schedule • Change Published Schedule
Payroll	Pay Groups	Y	Two (2)
	Earning Codes	Y	Up to one hundred (100) Pay Components
	Deduction codes	Y	Up to one hundred (100) Pay Components
	Federal Identification Numbers (FEIN)	Y	One (1)
	States/Provinces	Y	One (1)
	Local tax authorities	Y	Will configure all necessary locals to comply with state requirements
	Pay frequencies	Y	One (1)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Payroll period schedules	Y	One (1)
	Configure payroll calculation rules	Y	
	Configure Workday on-cycle and on-demand paycheck template	Y	Up to One (1) each
	Configure payment elections	Y	Up to one (1) Payment Election Rule
	Garnishments	N	Withholding Orders Excluded (active orders to be manually entered by Client)
	Bank depository and source bank accounts	Y	Up to two (2)
	Configure pay slips	Y	Up to One (1)
	Establish payroll accounting to generate and review payroll accounting data	Y	One (1)
	Establish comparison rules and audit components	Y	
	Settlement rules	Y	
	Third-Party Payroll provider provides tax, garnishment, check, and deposit advices	N	Workday does not currently support tax filing as part of the core Workday payroll module and only provides basic tax balancing reports as part of the delivered payroll module.
	Configure retroactive payroll processing	Y	
	Configure Fair Labor Standards Act (FLSA) calculations – using delivered Workday functionality	Y	
	Modifiable Business Processes	Y	Up to Five (5) configurable business processes
	Custom Payroll Calculations (Value Compare, Instance Set, Conditional, etc.) as needed to support CSLLC best practice configuration	Y	Up to ten (15)
	Payroll Standard Dashboards: <ul style="list-style-type: none"> • Year End • Payroll Compliance • Command Center 	Y	
	Worker Costing Allocations	Y	Single Dimension

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
Core Financial Management, Accounting and Finance	One (1) Currency (USD)	Y	
	<ul style="list-style-type: none"> Companies (legal entities) Cost centers Custom organizations 	Y Y Y	Up to five (5) companies organized in up to three (3) company hierarchies Cost centers organized in up to two (2) independent hierarchy structures with up to four (4) hierarchy levels each Up to one (1) custom organization, if needed, with a hierarchy structure
	Locations	Y	Up to two hundred (200) Business Asset and Ship-To Locations and up to three hundred (300) Inventory Locations organized in a hierarchy structure with up to four (4) levels of hierarchy
	Custom Security Groups	Y	Up to two (2)
Financial Accounting	FDM design and utilizing Workday worktags for analytics	Y	
	Account sets (parent-child relationship)	Y	One (1) parent-child account set configuration
	Ledger account summaries	Y	One (1) ledger account summary structure with up to five (5) levels
	Configure standard/delivered account posting rules <ul style="list-style-type: none"> Including spend and revenue categories and account posting rules for operational transactions 	Y	Up to One (1) Posting Rule Set
	Categories	Y	Revenue Categories with one (1) hierarchy structure containing up to four (4) levels Spend Categories with one (1) hierarchy structure containing up to four (4) levels
	Custom worktags	Y	Up to one (1)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Custom reports to support financial reporting for Generally Accepted Accounting Principles (GAAP) and regulatory reporting requirements, Workday financial statements for external reporting, and internal management reports	Y	See table in Appendix B for a list of reports
	Allocations	Y	Up to ten (10)
	Fiscal schedule (Fiscal Year)	Y	
	Fiscal summary schedule(s)	Y	
	Custom validation(s)	Y	Up to one hundred (100) custom validations
Banking and Settlement	Financial Institutions	Y	Four (4) Financial Institutions
	Configure check printing modifications and electronic bank integrations (type of electronic payments, wire payments and positive pay, unique by company)	Y	Check printing configured for one (1) Financial Institution
	Cash Position	N	
	Bank reconciliation automation and integrations	Y	All operational bank accounts at two (2) financial institutions
	Supplier settlement via check or electronic payments	Y	Electronic payment automation and integrations configured for one (1) Financial Institution
Budgets	Structures (Financial, Award, Project)	Y	Parent-child structure set up for the financial plan
	Position Budget Structure	N	
	Ledgers for encumbrances	Y	
	Budget checking for operational, Grants, and project budgets	Y	
	Payroll Commitment Accounting	N	
Supplier Accounts	Suppliers including payment terms, attributes for payments and 1099 reporting	Y	
	Active header level purchasing contracts	Y	
	Supplier categories and groups	Y	
	Check or electronic payments for supplier settlement(s)	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Tax books, excluding actuals	N	
	Custom Security Groups	N	
Business Assets	Depreciation Profiles	Y	
	Asset Books	Y	
Procurement	Punchouts	N	
	Purchase order layout	Y	Workday Delivered Purchase Order Layout
	Receiving and matching	Y	
	Supplier Portal functionality	Y	
	Request for Quotation (RFQ) processes	Y	
Expenses	Worker expense preferences	Y	
	Expense policy security groups	Y	Up to five (5) Expense Policy Security Groups
	Expense items	Y	Configuration of up to one hundred (100) Expense Items
	Expense item groups	Y	
	Business purposes	Y	
	Expense Payment Election rules	Y	
	Custom Security Groups	N	
Customer Accounts	Customer attributes for billing and collection through aging reports and collection disputes	Y	
	Invoice layout(s)	Y	Up to one (1) Custom Customer Invoice Layout
	Statement layout(s)	Y	Up to One (1)
	Custom Security Groups	N	
Project and Work Management	Projects of medium complexity including:	Y	
	• Project phases	Y	
	• Project tasks	Y	
	• Project worker roles/talent pools	Y	
	• Project groups	Y	
	• Basic projects	Y	
	Delivered Workday Capital project functionality	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Delivered Workday billable project functionality	N	
	Project hierarchies	Y	One (1) primary and one (1) optional project hierarchy structure with up to four (4) levels in each.
	Project templates (project, project plan, or a combination thereof)	Y	
	Custom Security Groups	N	
Grants Management	Grants: hierarchies, security, business processes, and Award Cost Processing (ACP)	Y	Up to five hundred (500) Active Grants organized into one (1) hierarchy structure with up to four (4) levels.
	Awards	Y	
	Sponsors	Y	
	Award Proposals	N	
	Custom Security Groups	N	
Prism	Enable Prism in the tenant	Y	
	Ingestion of data files	Y	Up to ten (10)
	Source systems for data consumption	Y	One (1)
	Custom reporting for consuming Prism analytics information (See Appendix B)	Y	
	Ingestion of mapping tables (mapping tables and data mapping not provided by CSLLC)	Y	Up to five (5)
	Establish refresh schedule using standard Prism secure transfer site	Y	One (1) per ingested file
Mobile Solutions	Configure mobile-specific tenant settings	Y	
	Security to allow mobile access	Y	
	Access for iPhone, iPad, and Android	Y	
Employee Self-Service	Employee Self-Service for all Workday functionality specified above	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
Manager Self-Service	Manager Self-Service for all Workday functionality specified above	Y	

Adaptive Planning			
Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
General:	Ability to create annual plan	Y	
	Ability to reforecast monthly		
	One (1) Chart of Accounts structure across organization		
	One (1) Fiscal calendar across organization		
	One (1) Currency for planning		
Planning Models:	Revenue Planning: <ul style="list-style-type: none"> • Driver-based revenue model to support multiple revenue streams • Up to five (5) supporting schedules to build bottom-up revenue plan which will allow for direct data entry at revenue account and funding source • Total calculations not to exceed twenty (20) 	Y	
	Cost of Labor: <ul style="list-style-type: none"> • Up to five (5) Employee Types planned down to the individual employee/position • Salary and hourly assumptions, as well as merit increases • Merit increases to be evaluated against maximum pay scale for the grade • Allocations based on the funds and organization (company and/or department) • Fringe Benefits and Tax Rates • Calculate total cost burden by employee/position • Total calculations not to exceed twenty (20) 	Y	

Adaptive Planning			
	<p>Expense Planning:</p> <ul style="list-style-type: none"> Up to one (1) expense model to capture non-personnel related expenses Up to five (5) supporting schedules to build bottom-up expense plan Total calculations not to exceed twenty (20) 	Y	
	<p>Capital Planning:</p> <ul style="list-style-type: none"> Capital sheet will allow to plan for long term capital improvement projects by funding source. 	Y	
	<p>Fixed Assets:</p> <ul style="list-style-type: none"> Capital sheet will allow managers to plan for new assets and straight-line depreciation will be calculated based on in service date and useful life. Forecasted depreciation expense for existing assets will be imported from Workday. 		
	<p>Allocations:</p> <ul style="list-style-type: none"> Up to five (5) single step departmental allocations utilizing Workday Adaptive Planning's native allocation engine. 	Y	
Reporting:	Maximum of five (5) Adaptive HTML reports	Y	
	End-to-end process knowledge transfer sessions will be conducted during the deploy phase to train the trainer along with Client specific process documentation		
	Provide template for testing scenarios and training material		
Knowledge Transfer / Training	Adaptive Insight's implementation methodology involves knowledge transfer and testing during and after every model	Y	
	End-to-end process knowledge transfer sessions will be conducted		

Adaptive Planning			
	during the deploy phase to train the trainer along with Client specific process documentation		
	Provide template for testing scenarios and training material		
Out-of-Scope:	Balance Sheet and Cash Flow Forecasting	N	
	Third-party vendor integrations	N	

Peakon Employee Voice:

- Standard deployment of Peakon solution to launch Employee Voice survey(s) utilizing structured question libraries, intelligent benchmarking, advanced natural language processing
- Provide guidance to Client for connecting single sign-on platform to Peakon via SAML 2.0
- Integration with Workday (one-way connection from Workday to Peakon)
- CSLLC will provide Insight Review within two (2) to four (4) weeks of the initial survey launch, Client shall provide to Workday an overview of engagement within Client’s organization using insights identified within the Service, including strengths, priorities, and topics. Based on Client’s overview, Workday shall provide a post-collection in-depth analysis to identify key themes of importance and action and deep dive into insights, strengths, and priorities
- CSLLC will provide guidance on next steps, and best practices for the implementation of changes to address Client insights
- Table of Contents
 - Survey Questions: Provide a delivered library of reliable, valid, and benchmarked questions Client may select from to measure engagement, diversity & inclusion, and health & well-being
 - Security: Provide five (5) default security groups for use within Workday Peakon Employee Voice
 - Data Attributes: Provide default data attributes for tracking employee records, which are automatically mapped to the delivered Workday integration
 - Dashboards: Provide delivered leader and personal dashboards to review survey results
 - Surveys: Configure up to two (2) survey schedules
 - Branding: Include the company name and logo as part of the overall default survey brand
 - Onboarding - Provide training into Peakon’s methodology, employee engagement, and how to analyze results with a focus on action planning support for the leaders and business units they support
 - Admin Onboarding - Provide training on technical skills to fully manage the functionality of the platform with a concentration on survey set-up, platform management, and employee record maintenance
- Train the Trainer: Out-of-Scope

Appendix E – Data Conversion

In Scope person population(s) which are active at time of the Go-Live conversion extract will be included in the conversion process. Clients’ workers who were terminated in the current year based on the final extract date will be included in the data conversion to Workday to support rehires and reporting.

Finance-related History Conversion Assumptions:

- Suppliers active in the two (2) years prior to Go-Live
- Clients active in the two (2) years prior to Go-Live

Function	Scope
Human Capital Management	
Active Employees	<ul style="list-style-type: none"> • Up to two thousand three hundred (2,300) Active Full-Service Equivalent (FSE) Employees or Contingent Workers Including Current Associated Personal Data and Current Job Record • Current data records and job details for all active employees using their current data record • Compensation – Current Compensation information only • Job and Compensation History - Unlimited "History from Previous System" • Attachment of Third-Party Documents out-of-Scope • No Transactional History
Terminated Employees	<ul style="list-style-type: none"> • Terminated workers who received payment in the current year (Using Worker Object) • Terminated workers will be converted to a Workday organization specified for terminated workers rather than the historical organization structure. • Only a terminated worker’s data at time of termination (i.e., last data record) • Up to five hundred (500) retirees within one (1) benefit group • No History loaded
Benefits	<ul style="list-style-type: none"> • Current Benefit Elections • Medical History for Current Year for ACA Reporting • ACA Worker Hours and Wages • Dependents & Beneficiaries • Benefit Annual Rates • Worker Wellness and Tobacco Usage
Absence Management	<ul style="list-style-type: none"> • Time off Balance Conversion Included • Active Leaves for the previous twelve (12) Months (Balance as of go-live date, not daily balance conversion) • Time Off Event Conversions Excluded
Time Tracking	<ul style="list-style-type: none"> • Excluded from the Scope for go-live
Scheduling	<ul style="list-style-type: none"> • Worker Availability will not be loaded prior to Go Live. • Worker Preferences will not be loaded prior to Go Live. • Worker Overrides will not be loaded prior to Go Live.

Function	Scope
	<ul style="list-style-type: none"> • Labor Demand will not be loaded prior to Go Live. • Sales Forecast and Labor Cost will not be loaded prior to Go Live.
Recruiting	<ul style="list-style-type: none"> • Up to one hundred (100) Open Job Requisitions and Corresponding Open Positions • Prospect Conversion Excluded • Open Positions Not Associated with Job Requisitions Excluded • Active Candidate Data Conversion Excluded
Performance & Development	<ul style="list-style-type: none"> • No Transactional History • No Prior Performance Reviews • One (1) year of Overall Rating History for Performance Review if Advanced Compensation is in Scope. Note that this includes simplified templates with only the rating value (not entire performance review) • No Goal History
Succession Planning	<ul style="list-style-type: none"> • Excluded from Scope
Payroll	<ul style="list-style-type: none"> • Year-To-Date (YTD) wages and payroll tax data, including taxable wages and subject wages for federal, state, and local taxes reconciled to tax returns to be loaded by quarter, up to three (3) total history conversion loads (Quarter 1, Quarter 2, and Quarter 3) • Withholding Orders Excluded (active orders to be manually entered by Client) • Current tax elections • Worker Payment Elections • Ongoing payroll input (to be loaded by Client via EIB)
Learning	<ul style="list-style-type: none"> • Up to forty (40) Instructor Assignments • Up to twenty (20) standalone lessons • Courses: Up to forty (40) active Digital and/or Blended courses with up to five (5) lessons each • Course Offerings: Up to twenty (20) with up to five (5) components each (referencing existing or in Scope blended courses) • Programs: Up to five (5) programs with up to five (5) components each (referencing existing or in Scope lessons or courses) • Campaigns: Up to ten (10) campaigns with up to five (5) components each (referencing existing or in Scope lessons, courses, or programs) and up to two (2) reminders each • Historical Records: Excluded • Historical Courses: Excluded • External Instructors & Learners: Excluded
Financial Management	
Financial Accounting	<ul style="list-style-type: none"> • Single Summarized Journal for Each Company Per Period with a Maximum of One (1) Year Plus Current YTD - Prior Year Ending Balance • Company Base Currency Only • Transactional/Detailed Journals are out-of-Scope and will not be included
Banking & Settlements	<ul style="list-style-type: none"> • Beginning Balance

Function	Scope
	<ul style="list-style-type: none"> Unreconciled Open items
Budgets	<ul style="list-style-type: none"> Current Year Budget Data
Customer Accounts	<ul style="list-style-type: none"> Customers with Activity Within two (2) years Prior to Go-Live Open Account Receivables Items
Customer Contracts	<ul style="list-style-type: none"> The Remaining Balance of four hundred (400) Active Customer Contracts and Open Fixed Fee Customer Contract Line Types
Supplier Accounts	<ul style="list-style-type: none"> Up to four thousand (4,000) suppliers active in the past two (2) years Supplier invoice history in current calendar year for 1099 reporting Open supplier invoices are out-of-Scope
Procurement	<ul style="list-style-type: none"> Open Approved Purchase Orders at time of go-live Open Supplier contracts at time of go-live Receipts for Open Approved Purchases Orders at time of go-live Open Requisition conversion is out-of-Scope Open Request for Quotes (RFQs) are out-of-Scope
Business Assets	<ul style="list-style-type: none"> Up to two thousand (2,000) Active Capitalized Assets, Reconciled to Balance Sheet [Non-Work in Progress (WIP) related assets only] Up to two thousand (2,000) Tracked Expensed Assets (No Cost)
Expenses	<ul style="list-style-type: none"> Worker Payment Elections for Expense Payments
Projects	<ul style="list-style-type: none"> Up to five hundred (500) projects active at the time of or one year prior to go-live with attributes.
Adaptive Planning (Workday Data Management)	<ul style="list-style-type: none"> Import GL trial balance from Workday (up to one (1) year historical) Import metadata from Workday (up to ten (10) dimensions) Import personnel roster from Workday for existing and open positions Configure User-Sync with Workday

ORDER FORM 00358915.0

Customer Name	County of Richland
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates of the parties' signatures on the Signature Document
Order Term	October 7, 2022 through October 6, 2037
Currency	USD
Total Subscription Fee	12,134,592
Tenant Base Name	richlandonline

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	1,400,000
2	Due on first anniversary of the Order Term start date	518,670
3	Due on second anniversary of the Order Term start date	586,017
4	Due on third anniversary of the Order Term start date	709,862
5	Due on fourth anniversary of the Order Term start date	725,607
6	Due on fifth anniversary of the Order Term start date	741,664
7	Due on sixth anniversary of the Order Term start date	758,046
8	Due on seventh anniversary of the Order Term start date	774,753
9	Due on eighth anniversary of the Order Term start date	791,791
10	Due on ninth anniversary of the Order Term start date	809,174
11	Due on tenth anniversary of the Order Term start date	826,905
12	Due on eleventh anniversary of the Order Term start date	844,985
13	Due on twelfth anniversary of the Order Term start date	863,433
14	Due on thirteenth anniversary of the Order Term start date	882,248
15	Due on fourteenth anniversary of the Order Term start date	901,437
	Total Payment Amount	12,134,592

For the avoidance of doubt, the Payment Schedule Table will be used for invoicing purposes.

Subscription Fees Table

Subscription Period	Date Range	Subscription Fee
1	October 7, 2022 through October 6, 2023	317,921
2	October 7, 2023 through October 6, 2024	595,960
3	October 7, 2024 through October 6, 2025	663,308
4	October 7, 2025 through October 6, 2026	787,154
5	October 7, 2026 through October 6, 2027	802,898
6	October 7, 2027 through October 6, 2028	818,956
7	October 7, 2028 through October 6, 2029	835,337
8	October 7, 2029 through October 6, 2030	852,045
9	October 7, 2030 through October 6, 2031	869,082
10	October 7, 2031 through October 6, 2032	886,466
11	October 7, 2032 through October 6, 2033	904,196
12	October 7, 2033 through October 6, 2034	922,277
13	October 7, 2034 through October 6, 2035	940,724
14	October 7, 2035 through October 6, 2036	959,540
15	October 7, 2036 through October 6, 2037	978,728
	Total Subscription Fee	12,134,592

The Subscription Fees Table provides the Subscription Fees for each applicable Subscription Period. The Subscription Fee for Subscription Period 2 onwards includes a capped Innovation Index of 2.0% (as defined in the

Additional Definitions Section below). During the initial Term, any increases due to CPI (also defined below) are waived.

Subscription Rights Table

SKU	Service	Pricing Metric	Subscription Rights
CHCM	Core Human Capital Management	FSE*	Full Enterprise
TLO	Talent Optimization	FSE*	Full Enterprise
EMPVCE	Peakon Employee Voice	FSE*	Full Enterprise
CCB	Cloud Connect for Benefits	FSE*	Full Enterprise
USP**	Payroll for United States	FSE*	United States-based Employees only
LRN	Learning	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	FSE*	Full Enterprise
CCLRN	Cloud Connect for Learning	FSE*	Full Enterprise
REC	Recruiting	FSE*	Full Enterprise
FIN	Core Financials	FSE*	Full Enterprise
GM	Grants Management	FSE*	Full Enterprise
PLNF	Financial Planning	FSE*	Full Enterprise
PRA	Prism Analytics	FSE*	Full Enterprise
PPLA	People Analytics	FSE*	Full Enterprise
PRJT	Projects	FSE*	Full Enterprise
TT	Time Tracking	FSE*	Full Enterprise
SC	Scheduling	FSE*	Full Enterprise
EXP	Expenses	FSE*	Full Enterprise
PRO	Procurement	FSE*	Full Enterprise
INV	Inventory	FSE*	Full Enterprise

*For Pricing Metric details see the Full-Service Equivalent (“FSE”) Count Table below.

**Customer agrees that the number of FSE Workers for all Workday Payroll applications and CCTPP will always be equal to the total number of FSE Workers for HCM.

Full-Service Equivalent (“FSE”) Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise	1,849
United States-based employees	1,849

Named Support Contacts Table

Number of Named Support Contacts*	6
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*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.

Customer Contact Information

	Billing, In Care of	Customer Support	Subscriptions Contact
Contact Name	Stacey Hamm, Director of Finance	Brian Fitzgerald, IT Business Systems Division Chief	Jennifer Wladischkin, Director of Procurement
Street Address City/Town, State/Region/County, Zip/Post Code, Country	2020 Hampton Street, PO Box 192, Suite 4036 Columbia South Carolina 29202 United States	2020 Hampton Street, PO Box 192, Suite 3030 Columbia South Carolina 29202 United States	2020 Hampton Street, PO Box 192, Suite 3030 Columbia South Carolina 29202 United States
Phone/Fax #	803-576-2103	803-576-2017	803-576-2126
Email (required)	Hamm.Stacey@richlandcountysc.gov	Fitzgerald.Brian@richlandcountysc.gov	wladj@richlandcountysc.gov

Customer Information	Initial Named Developer Site Admin
Contact Name	Tim Nielsen
Phone/Fax #	803-576-2231
Email (required)	Nielsen.Tim@richlandcountysc.gov

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components (“Downloadable Components”). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the effective date of this Order Form, there is no value attributed to any of the Downloadable Components.

This Order Form is subject to and governed by the MSA. In the event of a conflict, the provisions of this Order Form take precedence over the MSA and its exhibits and attachments. The parties further agree to the terms in the attached Addendums and Exhibits. Any Service SKU described in this Order Form is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS ORDER FORM NO LATER THAN NOON PACIFIC TIME ON OCTOBER 7, 2022 (“Deadline”). Notwithstanding the foregoing, Workday reserves the right to accept an Order Form signed after the Deadline in Workday’s sole discretion and will provide confirmation of its acceptance by adding its initials on the Order form after the Deadline if it deems fit.

ADDITIONAL ORDER FORM TERMS ADDENDUM

1. General.

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Subscription Rights limits may not be decreased during the Order Term.

2. FSE Metric Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	1,760	100.0%	1,760
Part-Time Employees	287	25.0%	72
Associates	130	12.5%	17
Former Workers with Access	0	2.5%	0
Total FSE Count:	2,177		1,849

The Service may be used by Customer only for the Worker Categories listed above and as defined below.

“Associate” is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

“Former Worker with Access” is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

“Part-Time Employee” is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“Full-Time Employee” is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. “**Static Records**” are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are “**Active Records**”.

3. Growth and Expansion.

A. Annual Reporting Obligation.

Customer will report to subscriptions@workday.com no earlier than 90 days and no later than 60 days (“**Annual Reporting Period**”) based on the number of Active FSE Worker Records and Additional Metrics provided below, as applicable, as of 90 days (“**Count Date**”) prior to each anniversary of the Order Term start date. Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a “**Reporting Cycle**”). Customer understands that an order form will be required to document any annual fees due pursuant to this section in its entirety. Such order form must be executed no later

than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

a. FSE Metric Reporting.

Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

FSE Expansion Table

SKU	Annual FSE Expansion Rate
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	482.87
USP	46.49

B. Growth Event Reporting Obligation.

In addition to the Annual Reporting Obligation, if Customer exceeds any Subscription Rights by 5% or more (“Growth Event”) as a result of any one-time addition of Workers (e.g., M&A), Customer must report the excess Subscription Rights to subscriptions@workday.com within 30 days of the Growth Event. Customer agrees to pay fees from the start date of the Growth Event through the subsequent anniversary date which will be documented under a separate order form.

4. Renewal.

Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single three-year renewal term (“**Renewal Term**”) at the below pricing:

Renewal Table

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI))
2nd year of Renewal Term	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI))
3rd year of Renewal Term	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI))

The “**Base Subscription Fee**” means the Subscription Fee for the final Subscription Period listed in the Subscription Fees Table. If the final Period is a partial year, Base Subscription Fee is the annualized value of the final Annual Period Subscription Fee. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term. Individual payments shall match the Annual Renewal Subscription Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or Subscription Rights for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

5. Additional Definitions.

“**CPI**” means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).

“**Renewal Term CPI**” means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.

“**Innovation Index**” means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday’s efforts and investment in product development and infrastructure.

WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	Description
Core Human Capital Management	Workday Core HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday Core HCM includes global human resources management (workforce lifecycle management, organization management, worker profile, compensation, business asset tracking, absence, and employee benefits administration). Workday Core HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).
Talent Optimization	Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
Peakon Employee Voice	Workday Peakon Employee Voice provides organizations with the data required to surface granular insights around employee engagement, sentiment and inclusion, capturing real-time feedback across the organization. Workday Peakon Employee Voice delivers timely and relevant questions to your workforce and delivers data insights across the entire employee lifecycle, coupled with contextual guidance, targeted learning and development opportunities, action plans and reports, and prescriptive action tracking features. Workday Peakon Employee Voice provides standard question sets aligned to topics such as employee engagement, diversity & inclusion, health & wellbeing, manager and employee sentiment, as well as the ability to create custom questions. Global and industry benchmarks, aggregated from the results of standard questions sets, provide companies the ability to compare to similar organizations.
Cloud Connect for Benefits	Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.
Payroll for United States	Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate

	integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.
Learning	Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.
Media Cloud - No Fee	Workday Media Cloud is a media content management system that consists of Workday's storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content.
Cloud Connect for Learning	Cloud Connect for Learning extends Workday Learning by providing integrations to third party content providers. This includes the ability to search third party learning course information, access learning courses, and, if and when available, track and retain records. This SKU requires an active subscription to Workday Learning. It also requires customers to maintain an active subscription to Innovation Services and opt in to the corresponding Innovation Service.
Recruiting	Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.
Core Financials	Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments and customer payments via credit card.
Grants Management	Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.
Financial Planning	Financial Planning provides the ability for Customer to create financial planning models for the purpose of supporting the financial planning

	process. Workers may interact with the financial planning model for the purposes of data entry, forecasting, reporting, and analysis.
Prism Analytics	Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.
People Analytics	People Analytics is a pre-configured analytic application that uses augmented analytics to provide insights into a variety of workforce trends based on data in Workday. People Analytics has a standard data model and works on a defined set of Workday data sources. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
Projects	Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, capital projects, initiatives, and work efforts.
Time Tracking	Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.
Scheduling	Scheduling supports an organization in creating and managing workforce schedules. This includes the ability to build schedules, account for worker preferences and availability, and assign, notify, and engage with workers regarding schedules. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service(s) if and when available.
Expenses	Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration and spend analytics. Workday Expenses also includes connectors that facilitate integration to partners that provide capabilities, including corporate card transactions and support for 'punchout' to suppliers.
Procurement	Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

Inventory	<p>Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors).</p>
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WORKDAY PEAKON EMPLOYEE VOICE TERMS AND CONDITIONS ADDENDUM

These Workday Peakon Employee Voice Terms and Conditions (“**Peakon Terms**”) supplement and amend the MSA only for the Peakon Employee Voice SKU(s) listed on an Order Form (“**Peakon**”) and do not amend the terms of the MSA for other SKUs purchased by Customer under an Order Form. Unless otherwise defined, capitalized terms used in these Peakon Terms have the same meaning as set forth in the MSA.

- 1) **Documentation.** Workday makes the Documentation for Peakon available in the user documentation that relates to the online platform accessible via peakon.com, currently located at <https://support.peakon.com/hc/en-us>.
- 2) **Peakon Instances.** Peakon uses Peakon Instances rather than Customer’s Tenant. A “**Peakon Instance**” is a unique instance of the Service with a separate set of Peakon Data held in a logically separated database (i.e. a database segregated through password-controlled access). Workday is not required to escrow any source code used in Peakon.
- 3) **Peakon Data.** Peakon uses Peakon Data rather than Customer Data (or such equivalent term in the MSA). “**Peakon Data**” is the electronic data or information submitted to Customer’s Peakon Instance by Customer or Authorized Parties. Customer shall have sole responsibility for the accuracy, quality, and legality of Peakon Data. For the avoidance of doubt, any confidentiality, security breach, limitation of liability, indemnification, data retrieval and data deletion terms in the MSA applicable to Customer Data apply to Peakon Data.
- 4) **Peakon Results.** Workday shall not use Peakon Data except to (i) provide and improve Peakon, (ii) generate Results, (iii) prevent or address technical problems, and (iv) verify service Improvements, each in accordance with these Peakon Terms, the Documentation, and applicable law. “**Results**” means any and all analytics, trends, analyses, processes, aggregations, reports, and results generated from Peakon Data. Subject to these Peakon Terms, Workday grants Customer a non-exclusive, non-transferable license to access and use Peakon, including Results. Subject to these Peakon Terms, Customer grants Workday a worldwide, royalty-free, fully-paid up license with the right of sublicense to any Subprocessor (as defined in the UDPE) to use, reproduce, display, translate, adapt (including to modify and make derivative works), distribute, import and format Peakon Data for the purposes in this paragraph. As between the parties, Customer owns all Peakon Data and elements of Results that have not been de-identified, and Workday owns de-identified Results, which are Results that have undergone processing by Workday such that they can no longer be used to identify, directly or indirectly, Customer or any natural person using means reasonably likely to be used by Workday, Customer or any other person.
- 5) **Universal Security Exhibit & Universal Data Processing Exhibit.** Except as set forth herein, the Universal Security Exhibit (“**USE**”) and Universal Data Processing Exhibit (“**UDPE**”) currently located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/> shall govern Peakon. For purposes of the UDPE, “**Subprocessor List**” means the list, currently located at <https://www.workday.com/en-us/legal/subprocessors.html>, identifying the Subprocessors that are authorized to Process Personal Data for Peakon.
- 6) **Audit Report.** The audit report applicable to Peakon is the current Service Organization Controls 2 Type II audit report for Peakon or a successor third-party audit report (“**Peakon SOC2**”). For Peakon, Workday maintains a security program that conforms to the USE and is further described in the Peakon SOC2, and Workday will not materially diminish the protections provided by the controls set forth in the USE and the Peakon SOC2. Peakon is not covered under any other Workday audit reports or ISO certifications.
- 7) **Support.** The Workday SLA applies to Peakon in all respects except (i) Peakon’s Recovery Time Objective is 72 hours, (ii) Peakon’s Recovery Point Objective is 12 hours, and (iii) Workday will make end of life announcements through a Workday Customer portal before the end of life of any Peakon API.
- 8) **SMS.** Customer has sole discretion to opt into the Peakon short message service (“**Peakon Messaging**”). If Customer opts into Peakon Messaging, Customer agrees (a) that it is solely responsible for obtaining and verifying end user consent, as applicable, for such services in accordance with these Peakon Terms and

applicable Law, (b) to comply with and ensure its Affiliates and all of their Authorized Parties comply with Workday's Acceptable Use Policy, currently located at <https://community.workday.com/aup> ("AUP"), and in the event of an AUP violation Workday may suspend access to Peakon Messaging, (c) (d) that any third-party subprocessor used to deliver Peakon messaging ("SMS Provider") is, by necessity, a separate data controller of individual data subjects' telephone numbers as required for purposes of providing and optimizing functionality and security, investigating improper use, and complying with applicable Law, audit, regulatory and compliance frameworks, and (e) once Peakon Data is delivered from each applicable SMS Provider to telecommunications providers the data is no longer Peakon Data or a part of Peakon.

- 9) **Protected Health Information.** Customer shall not upload Peakon Data that contains Protected Health Information as defined in the Health Insurance Portability and Accountability Act or other health information regulated under Data Protection Laws.

WORKDAY LEARNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

1. Permitted Scope of Use

Customer may use Workday Learning only for the internal business purposes of Customer and its Affiliates for training and developing its internal workforce limited to its Employees or Workers having an Active Record in the HCM Service and that are included in the number of FSE Workers in a current Order Form. Learning includes unlimited storage for Media Cloud Content (defined in the Media Cloud Terms Addendum) for Customer's learning programs and unlimited bandwidth. All use of Media Cloud, both with Learning and with any other Service applications, is subject to the terms and conditions set forth in the Media Cloud Terms Addendum.

2. Course Content

Workday Learning provides Customer with the opportunity to build and promote to its workforce customized learning programs, lessons, and campaigns created through use of the Workday Learning Service ("Courses"). Courses may include links to or otherwise incorporate Media Cloud Content. Customer is solely responsible for all content of Courses it creates in Workday Learning, including any related Media Cloud Content ("Course Content"). Customer must obtain and maintain all necessary rights, consents, permissions and licenses to transfer, convert, input or upload Course Content into Workday Learning and to publish, broadcast, and otherwise make any such Course Content available to its users. Customer is responsible for obtaining all applicable licenses and authorizations for streaming or displaying Course Content to its users in any and all locations from which Customer's users access the Workday Service. To the extent Customer is not the sole owner of any Course Content, Customer is solely responsible for complying with the content owner's applicable terms of use and all Laws applicable to use of such Course Content, both from where Course Content is accessed and where Course Content is displayed. Customer grants Workday, its service providers and subcontractors, and its and their Affiliates, all right and licenses to access, publish and use Course Content for the purposes of providing the Learning Service and/or to comply with the Laws or requests of a governmental or regulatory body.

3. Additional Support Location for Workday Learning

Customer understands and agrees that Workday may provide support for Learning from Canada, including access to Customer's Tenants in connection with such support.

v20.2

WORKDAY MEDIA CLOUD ADDITIONAL TERMS AND CONDITIONS ADDENDUM

These Workday Media Cloud Additional Terms and Conditions (the “**Media Cloud Terms**”), which are subject to and governed by the MSA except as otherwise set forth herein, apply exclusively to Media Cloud and Media Cloud Content. Capitalized terms, unless otherwise defined, have the same meaning as in the primary Service subscription agreement between Workday and Customer (the “**MSA**”).

1. Provision of Media Cloud. “**Media Cloud**” consists of Workday’s storage, encoding, caching, playback, streaming, and related service components for Media Cloud Content as provided by Workday for customers of the Service. Media Cloud components are hosted or delivered by third party service providers as described on Workday’s Subprocessor List at <https://www.workday.com/en-us/legal/subprocessors.html> (collectively, “**Media Cloud Subprocessors**”). Workday may change its Media Cloud Subprocessors or move portions of Media Cloud into a Workday hosted co-location data center. Workday shall provide prior notice of a change to any Media Cloud Subprocessor through its standard customer communication methods (i.e. Workday’s Subprocessor List, Community posts, etc.). Workday is not required to escrow third-party source code that is used in providing Media Cloud.

2. Media Cloud Content. Media Cloud Content is Confidential Information subject to the MSA. “**Media Cloud Content**” means:

- (1) all video, audio, live stream and packaged e-learning content (such as SCORM, AICC, xAPI, CMI-5 or other formats) (referred to herein as “Packaged Media Content”) either (A) uploaded by or for Customer to Media Cloud through any Service application including Workday Drive, (B) recorded or created by or for Customer within a Service application using any Media Cloud features, or (C) auto-generated by Media Cloud in connection with items (1)(A) or (1)(B);
- (2) any images, thumbnails, closed-captions, text transcripts, presentation slides, tracking data, annotations, questions, responses, and other metadata related to any Media Cloud Content listed in Section 2, item (1); and
- (3) all content retrieved by Media Cloud from a third-party API that is either publicly available or for which Customer has obtained and provided valid credentials to the Service to import such content into Media Cloud.

3. Player for Packaged Media Content. Workday Media Cloud offers an optional “**Player for Packaged Media Content**”. The Player for Packaged Media Content is not part of the Service and is not covered under Workday’s existing audit reports, security exhibits, data processing terms, or the Workday Customer Audit Program. Workday shall provide support for the Player for Packaged Media Content consistent with Workday’s standard support policy. Customer is licensed to use the Player for Packaged Media Content solely in support of Customer’s use of the Learning Service. “**Packaged Media Content User Interaction Data**” means data relating to user interactions with Packaged Media Content, including but not limited to, start/stop course activity, quiz responses, and interactions with page elements.

4. Customer Rights and Obligations. Customer shall use Media Cloud only in connection with authorized use of the Service for the benefit of Customer, its Affiliates, and its Authorized Parties covered under a current subscription agreement. Customer shall use Media Cloud only in accordance with these Media Cloud Terms. Customer shall: (1) solely maintain all licenses, consents, rights, permits, and authorizations necessary for transferring, uploading, publishing, broadcasting, streaming and displaying Media Cloud Content in all locations from which Customer’s or its Affiliate’s users access the Service and for the public use of external sites as referenced above; (2) to the extent Customer is not the sole owner of any Media Cloud Content, solely comply with the content owner’s applicable terms of use; (3) solely comply with, and ensure its Affiliates, Authorized Parties, and all of their users comply with, the Media Cloud AUPs; (4) solely comply with, and ensure its Affiliates, Authorized Parties, and all of their users comply with, all Laws applicable to use of Media Cloud Content, both from where Media Cloud Content is accessed and where Media Cloud Content is displayed; and (5) solely be responsible for the transfer of personal data or other sensitive data to Media Cloud. Customer acknowledges that Media Cloud is not intended for storage or transmission of sensitive personal data or credit card data. Customer shall not upload

or transmit Protected Health Information as defined in 45 C.F.R. §160.103 (“PHI”) in or to Media Cloud,. Customer acknowledges that content provided by Workday and third parties, as well as content catalog listing information, is not part of the Service, and Customer shall use such content in accordance with the content provider’s terms of use and privacy policies.

5. Media Cloud AUPs. “Media Cloud AUPs” means Workday’s Learning and Media Cloud AUP, which also incorporates by reference Acceptable Use Policies of each applicable Media Cloud Subprocessor. The current version of the Media Cloud AUPs can be found at <https://community.workday.com/aup-learning> and is subject to change at the discretion of Workday and each applicable Media Cloud Subprocessor at any time. Workday may suspend Customer’s access to Media Cloud at any time if Workday or a Media Cloud Subprocessor reasonably believes Customer has violated, or intends to violate, the Media Cloud AUPs or these Media Cloud Terms. To the extent practicable, Workday will only suspend Customer’s right to access or use the instances, data (including Media Cloud Content), or portions of Media Cloud that caused the suspension. Any such suspension will not be deemed a breach of the MSA by Workday. Customer shall cooperate with Workday and its Media Cloud Subprocessors in the investigation of any actual or alleged violation of the Media Cloud AUPs.

6. Ownership and Reservation of Rights. As between Workday and Customer, Customer retains all ownership in the Media Cloud Content uploaded to Media Cloud by any Authorized Party of Customer. Notwithstanding the foregoing, Workday or its suppliers retain all ownership in Media Cloud Content that it makes available for Customer use. Workday is granted the rights specified in these Media Cloud Terms and all other rights remain vested in Customer. Workday and its suppliers retain all ownership in all components of Media Cloud. Customer is granted the rights specified in these Media Cloud Terms and all other rights remain vested in Workday.

7. Security. Workday shall comply with the Workday Universal Security Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html> to protect Media Cloud Content against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access. Media Cloud leverages a third-party Content Delivery Network (“CDN”) to deliver Media Cloud Content to Customer end users. Currently, Media Cloud Content and Packaged Media Content User Interaction Data that traverses through the CDN uses Transport Layer Security (TLS). Media Cloud Content and Packaged Media Content User Interaction Data is not encrypted at rest when temporarily cached in the CDN. Packaged Media Content and other Media Cloud Content will not be considered Customer Data (or equivalent term in the MSA).

8. Data Processing Terms. All Personal Data (as defined in the Workday Universal DPE) will be processed in accordance with the Workday Universal Data Processing Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html> (the “Workday Universal DPE”).

9. Support. Customer acknowledges that (1) Workday may provide support for Media Cloud from Canada and other Workday support locations, including access to Customer’s Media Cloud Content in connection with such support and (2) to the extent Customer elects to use any third party tool or website to diagnose and troubleshoot any issues with Customer’s Media Cloud Content or use of Media Cloud, even if recommended by Workday, Customer will be solely responsible for Customer’s use of any such third party tool or website

10. Media Cloud Term and Termination. Notwithstanding anything to the contrary in the MSA or the Order Form to which this Addendum is attached, unless earlier terminated as provided herein, these Media Cloud Terms shall commence on the Order Effective Date and continue through the end of the term of the MSA. Unless Customer has a subscription to use the Learning Service, then either party may terminate these Media Cloud Terms by providing formal written notice in accordance with the notice requirements in the MSA. As of the effective date of termination of these Media Cloud Terms: (1) Customer shall immediately cease accessing and otherwise utilizing Media Cloud; (2) Customer will no longer provide any Media Cloud Content; and (3) Workday will delete all of Customer’s Media Cloud Content in a timely manner. Except for Customer’s right to use Media Cloud, the provisions herein will survive any termination or expiration of these Media Cloud Terms. Customer acknowledges that Media Cloud Terms must be in place for Customer to use certain features of other Service applications, such as Learning.

v22.3

WORKDAY PRISM ANALYTICS TERMS AND CONDITIONS ADDENDUM

Notwithstanding anything to the contrary in the MSA (including any statement that the MSA terms will prevail in the event of conflict or inconsistency), the parties expressly agree that the terms of this Addendum will apply to Customer's use of Prism Analytics ("PRA") and will control over the terms of the MSA and Order Forms to the extent they conflict with or are not covered by the MSA or Order Forms.

1. Scope of Use.

Customer may use PRA to store and analyze data solely for the internal business purposes of Customer and the internal business purposes of Customer's Affiliates if Customer's subscription for PRA includes Affiliate's Employees. Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with PRA but only to the extent Customer has independently obtained all necessary rights and licenses to do so and Customer's use of such data is in compliance with such data provider's terms of use and applicable Laws. PRA is not provided in a PCI compliant environment so it may not be used for PCI data.

2. Calculation of Usage

Customer's subscription to PRA herein permits Customer to use PRA up to 100M of Published Data Rows for each Tenant (implementation and production tenants). "**Published Data Rows**" are the number of data rows in total datasets designated as "published" (and therefore capable of being reported upon) in the Customer's PRA data catalog. For the purposes of determining compliance with the limit on Published Data Rows, Workday will consider any data row published that exceeds 1000 characters as multiple data rows in 1000 character increments. Published Data Rows are measured separately for each Tenant. Workday shall provide Customer with detailed instructions on how to monitor Customer's own usage in PRA and how to manage Published Data Rows. Customer may monitor its own usage in PRA and manage Published Data Rows by unpublishing, filtering and republishing, or deleting data in order to keep its usage of PRA below the Published Data Rows limits set forth above, or Customer may purchase additional capacity (PRACUs, as defined below) for use in Customer's Tenant which expands the allowable Published Data Rows. Customer's "**Data Limit**" for each Tenant is the sum of the limit set forth above and all current applicable Capacity Unit subscriptions purchased by Customer for such Tenant. Workday reserves the right to monitor the number of Published Data Rows by Tenant used by Customer, and if at any time Customer exceeds its Data Limit applicable to Published Data Rows for a particular Tenant, then Customer may experience reduced performance of the Tenant. If Customer continues to exceed its Data Limit for more than thirty (30) days after receiving a notification from Workday of such overage, through Workday's customer care offering or other reasonable means, then Workday will (i) require Customer to enter into a new Order Form at a prorated amount based on the fees per PRACU set forth in this Order Form, for the applicable number of additional PRACUs necessary to cover the difference between the measured usage and Customer's current Data Limit for that Tenant, or (ii) limit the addition of data to the Tenant and the number of data rows that may be published. A Capacity Unit will increase Customer's current Data Limit for the applicable Tenant for the entirety of the remainder of the applicable Order Term. Pricing of Capacity Units is dictated by the terms set forth herein.

3. Workday Prism Analytics Capacity Units ("PRACU").

Each PRACU will increase the allowable Published Data Rows for a particular Tenant by an additional 100M of Published Data Rows with an annual fee of \$40,000 USD per PRACU for each Year (fees for any partial Year of the Order Term will be prorated, on a monthly basis, based on such annual fee). A PRACU term begins on the PRACU Order Effective Date and ends on the last day of the then-current Order Term for Prism Analytics. PRACU charges will be invoiced in accordance with the MSA. An Order Form will be required for the purchase of any PRACUs.

WORKDAY ADAPTIVE PLANNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

These Additional Terms and Conditions (“**Planning Terms**”) supplement and amend the MSA only for the Workday Adaptive Planning SKU(s) listed on this Order Form (“**PLNSKU**”) and do not amend the terms of the MSA for other SKUs purchased by Customer under an Order Form. Unless otherwise defined, capitalized terms used in these Planning Terms have the same meaning as set forth in the MSA.

1. **Documentation.** The Documentation for PLNSKU (<https://adaptiveplanning.doc.workday.com>) applies in lieu of any other Workday Documentation.
2. **Support.** Support for PLNSKU is provided as set forth in the SLA for Planning (currently located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>). Unless otherwise stated in the Workday Service SKU Descriptions Addendum included in this Order Form, 24x7 Support (formerly “Premier Support”) will apply. The Workday SLA does not apply to PLNSKU.
3. **Planning Instances and Administrators.**
 - (a) PLNSKU uses Planning Instances for Customer Data rather than Customer’s Tenant. A “**Planning Instance**” is a unique instance of the Service with a separate set of Customer Data held in a logically separated database (i.e. a database segregated through password-controlled access) that Customer may link to other Planning Instances. Following Customer retrieval of data, Workday shall, unless legally prohibited, delete all Customer Data by deleting Customer’s Planning Instance consistent with the Tenant deletion terms in the MSA.
 - (b) PLNSKU uses Administrators. “**Administrators**” mean those Authorized Party users who are designated by Customer to have administrative rights to Customer’s account for the Service, whereby such users will be responsible for administering and controlling access to and use of the Service by other Authorized Parties.
4. **Universal Security Exhibit & Universal Data Processing Exhibit.** Except as set forth herein, the Universal Security Exhibit and Universal Data Processing Exhibit (currently located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>) shall govern PLNSKU. PLNSKU is a Covered Service under the Universal Security Exhibit and Universal Data Processing Exhibit.
5. **Subprocessor List.** “**Subprocessor List**” means the list (currently located at <https://www.workday.com/en-us/legal/subprocessors.html>) identifying the Subprocessors that are authorized to Process Personal Data for PLNSKU.
6. **Audit Report.** The audit report applicable to PLNSKU is the current Service Organization Controls 2 Type II audit report for Workday Adaptive Planning or successor third-party audit report (“**Planning SOC2**”). For PLNSKU, Workday maintains a security program that conforms to the Security Exhibit and is further described in the Planning SOC2. All background checks will be conducted pursuant to the Planning SOC2. PLNSKU has separate ISO 27001, ISO 27018, and ISO 27701 certifications that apply in lieu of Workday ISO certifications.
7. **Protected Information.**
 - (a) Customer acknowledges that PLNSKU is designed with security and access management for processing non-Protected Information, and Customer agrees that neither Customer (nor its Affiliates or Authorized Parties) shall include Protected Information in its Customer Data.
 - (b) “**Protected Information**” means, to the extent any of the following relates to an identified or identifiable natural person, (i) Protected Health Information as defined in the U.S. Health Insurance Portability and Accountability Act or other health information regulated under Data Protection Laws applicable to Customer; (ii) Cardholder Data, as described in the Payment Card Industry data security standards; or (iii) special categories of personal data regulated under Article 9 of the General Data Protection Regulation.

v22.3

WORKDAY INNOVATION SERVICES TERMS AND CONDITIONS ADDENDUM

These Workday Innovation Services Terms and Conditions (these “**IS Terms**”) are subject to and governed by the MSA and, except as otherwise set forth herein, apply to all Innovation Services (each, an “**Innovation Service**” and, collectively, “**Innovation Services**”) offered by Workday. Unless otherwise defined herein, capitalized terms used in these IS Terms have the same meaning as set forth in the MSA. The parties agree that these IS Terms apply exclusively to the use of Innovation Services and IS Data (each as defined below) and do not amend the terms of the MSA. Notwithstanding anything to the contrary in the MSA and solely with respect to the Innovation Services provided hereunder, in the event of a conflict, the provisions of these IS Terms shall take precedence over provisions of the body of the MSA and over any other exhibit or attachment.

1. For Purposes of these IS Terms:

“**Customer Results**” means any and all analytics, trends, analyses, processes, aggregations, reports and results generated from IS Data; provided that Workday Results shall never be classified as Customer Results;

“**Workday Results**” means any and all analytics, trends, analyses, processes, aggregations, reports and results generated from IS Data that has undergone processing by Workday such that it can no longer be used to identify, directly or indirectly Customer or any natural person using means reasonably likely to be used by Workday, Customer or any other person; and

“**Results**” means, collectively, Customer Results and Workday Results.

2. **Innovation Services.** Subject to these IS Terms and the applicable service description posted on Workday’s Community site (each, a “**Service Description**”), Customer may access and use Innovation Services to enhance and optimize Customer’s experience with the Service (or such equivalent term in the MSA). Customer determines which Innovation Service(s) to participate in by actively enabling such Innovation Service(s) inside its Tenant (“**IS Enablement**”). Unless otherwise indicated in a Service Description or agreed in an Order Form, all Innovation Services are part of the Service, will be delivered with no additional fees to the Customer, and will be provided in English only. For clarity, these IS Terms apply to all Innovation Services, including but not limited to (a) those purchased under an order form and (b) those delivered with no additional fees and enabled in Customer’s Tenant.
3. **Innovation Services Data.** In these IS Terms, the data that Customer provides to Innovation Services is referred to as “**IS Data**”. An explanation of what IS Data must be contributed in order to utilize a specific Innovation Service is included in the applicable Service Description. IS Data is not considered Customer Data (or such equivalent term in the MSA) but will be protected as Confidential Information under the MSA and protected as described in these IS Terms, the Workday Universal Security Exhibit, and the Workday Universal DPE. IS Data will be used by Workday only in accordance with the applicable Service Description, these IS Terms, and the MSA. Customer has no obligation to contribute IS Data but Customer’s right to participate in any specific Innovation Service(s) and receive Results (as defined above) is conditioned on Customer contributing IS Data. Customer can stop contributing IS Data at any time through the IS Enablement process (by disabling a specific Innovation Service).
4. **Workday Obligations.** Workday shall not use IS Data except to (i) provide and improve Innovation Services, (ii) generate Results, (iii) prevent or address service or technical problems, and (iv) verify Service Improvements, each in accordance with these IS Terms and the Documentation (as defined in the MSA), or in accordance with Customer’s instructions.
5. **Customer Obligations.** Customer is responsible for obtaining and verifying it has all authorizations, consents, and rights necessary to utilize Innovation Services and contribute IS Data in accordance with these IS Terms, each Service Description and applicable Law. Customer shall not contribute IS Data that contains Protected Health Information as defined in 45 C.F.R. §160.103 (“**PHI**”) if such contribution is prohibited under the applicable Service Description.

6. Proprietary Rights and Licenses.

6.1. Subject to these IS Terms, Workday grants Customer a non-exclusive, non-transferable license to access and use the Innovation Services, including, if applicable, any third-party content Workday makes available to Customer through any Innovation Service (“**IS Content**”) and Results, solely for the internal business purposes of Customer and its Affiliates, to the extent included in Customer’s current subscription to Service applications.

6.2. Subject to these IS Terms, Customer grants Workday a worldwide, royalty-free, fully-paid up license with the right of sublicense to any Subprocessor (as defined in the Workday Universal DPE) to use, reproduce, display, translate, adapt (including to modify and make derivative works), distribute, import, and format IS Data for the purposes set forth in the Workday Obligations Section above. As between the parties, Customer owns all IS Data and Customer Results and Workday and its licensors own the Innovation Services, IS Content, and all Workday Results.

7. Security. For each Innovation Service, Workday has implemented and will maintain appropriate technical and organizational measures designed to protect IS Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to, as set forth in the Workday Universal Security Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html> (the “**Workday Universal Security Exhibit**”) which is incorporated into these IS Terms by this reference. Unless otherwise set forth in a Service Description, Innovation Services are not in scope for Workday’s third-party audit reports (i.e., SOC1, SOC2, ISO Certification).

8. Data Processing Terms. All Personal Data (as defined in the Workday Universal DPE) will be processed in accordance with the Workday Universal Data Processing Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html> (the “**Workday Universal DPE**”) which is incorporated into these IS Terms by this reference.

9. Deletion of IS Data. At its discretion, Customer may elect to stop contributing IS Data at any time by disabling specific Innovation Service(s) through the IS Enablement process or through Data Selection (as set forth in any applicable Service Description). In the event Customer disables Innovation Service(s) through the IS Enablement process, Workday will delete any such IS Data within thirty (30) days subject to any return or retrieval rights set forth in a Service Description.

10. Term, Termination, Suspension. Notwithstanding anything to the contrary in the MSA or the Order Form to which this Addendum is attached, unless earlier terminated as provided herein, these IS Terms shall commence on the Order Effective Date and continue through the end of the term of the MSA, during which Customer will have an active subscription to Innovation Services. Unless otherwise set forth in a Service Description and excluding Innovation Services that are required for a SKU which Customer has purchased, Workday may terminate any Innovation Service for convenience by providing at least thirty (30) days’ prior notice which may be provided by a general announcement via Community. Customer may terminate its use of any Innovation Service for convenience at any time by disabling such Innovation Service through IS Enablement or Customer may terminate these IS Terms by providing Workday with formal written notice pursuant to the MSA with a copy by email to legal@workday.com, and such notice will be effective thirty (30) days after Workday’s receipt of the notice. Customer understands and agrees that in the event Customer has purchased a SKU which requires Innovation Services capabilities, termination of these IS Terms will not result in a refund of fees paid or nonpayment of fees payable for the applicable SKU. Upon any termination of an Innovation Service, as of the effective date of such termination, Customer may no longer have access to such Innovation Service, and related IS Data and Results. Workday may suspend Customer’s access to any Innovation Service at any time in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Innovation Service.

11. Miscellaneous. No uncured breach of these IS Terms by either party will give rise to a termination right under the MSA. Workday is not required to escrow third party source code that is used in the Innovation Services. Workday may modify Service Descriptions from time to time provided that Workday does not materially diminish the applicable security and privacy commitments as set forth in these IS Terms. Workday will provide notice of



any change to a Service Description through Community and any change will not go into effect until thirty (30) days after such notice.

v21.10



ORDER FORM #366391

Customer Name	County of Richland
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates beneath the parties' signatures below
Order Term	October 7, 2022 through October 6, 2025
Currency	USD
Total Training Fees	156,670

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	89,670
2	Due on first anniversary of the Order Term start date	33,500
3	Due on second anniversary of the Order Term start date	33,500
	Total Payment Amount	156,670

SKU	Training Offering	Price Per Unit	Quantity	Term	Total Training Fees
AK	Adoption Kit	6,000	1	3	18,000
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	5,000	1	3	15,000
LODPAY10	Learn On-Demand – Payroll/Absence/Time Tracking Library 10 Initial Users	5,000	1	3	15,000
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	5,000	1	3	15,000



SKU	Training Offering	Price Per Unit	Quantity	Term	Total Training Fees
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	5,000	1	3	15,000
LODPLNTRN10	Learn On-Demand – Adaptive Planning - Administrator Training Kit 10 Initial Users	7,500	1	3	22,500
				Total Training Fees	100,500

SKU	Training Offering	Price Per Unit	Quantity	Total Training Fees
TC	Training Credits (prepaid)	685	82	56,170
			Total (TC) Training Fees	56,170

Customer Contact Information	Billing, In Care of
Contact Name	Stacey Hamm, Director of Finance
Street Address City/Town, State/Province/Region Zip/Postal Code Country	2020 Hampton Street, PO Box 192, Suite 4036 Columbia South Carolina 29202 United States
Phone/Fax #	803-576-2103
Email (Required)	Hamm.Stacey@richlandcountysc.gov

This Order Form is subject to and governed by the MSA and Addendum A attached hereto. This Order Form will control over the terms of the MSA to the extent they conflict with or are not covered by the MSA. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com



**ADDENDUM A
ADDITIONAL ORDER FORM TERMS – TRAINING**

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA. In the event of a conflict between the terms of this Order Form and the terms of the MSA, the terms of this Order Form shall prevail with respect to the terms hereof.

1. Training Terms. The Training Credits purchased under this Order Form may be utilized for any courses identified in Workday’s training catalog (the “Training Catalog”) as eligible to be purchased with training credits (“TC-eligible Courses”) that start on or after the Order Effective Date and end on or before eighteen (18) months from the Order Effective Date. The manner of delivery of TC-Eligible Courses is set forth in the Training Catalog. The number of Training Credits required for an attendee to attend a specific TC-eligible Course are set forth in Workday’s current training catalog. Each attendee must be registered to attend each course. If Custom elects to register for any training course(s) without an adequate prepaid Training Credit balance, the Workday list prices set forth in the Training Catalog will apply. Any Customer request for a cancellation of a course enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) calendar days prior to the scheduled course start date. Cancellation requests received less than seven (7) calendar days prior to the scheduled course start date will not be honored and the applicable Training Credits will be deducted from Customer’s balance.

2. Training Credit Bulk Purchase Option. Under this Order Form, Workday’s discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. If Customer elects to purchase training courses without using Training Credits, such purchases will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date:

Prepaid Training Credits Acquired	Rate Per Training Credit
0 - 10	USD \$ 800
11 - 25	USD \$ 760
26 - 50	USD \$ 735
51 - 75	USD \$ 710
76 - 100	USD \$ 685
101 - 249	USD \$ 660
250+	USD \$ 620

3. Dedicated Training Terms. Customer may request to schedule Workday instructor-led training offerings as a dedicated training course provided only to Customer’s attendees (“**Dedicated Training**”). Dedicated Training is subject to Workday’s availability and approval and the additional terms in this Section. The minimum and maximum number of students for any Dedicated Training is thirteen (13) minimum and twenty (20) maximum. Fees for Dedicated Training will equal the number of



attendees multiplied by the applicable per-attendee student price or Training Credit value of the training course as set forth in the Training Catalog. If Customer does not use Training Credits purchased prior to the Dedicated Training start date, Workday will invoice Customer for the training fees following the training. If Customer and Workday expressly agree in writing to deliver the Dedicated Training at Customer's site, in addition to the applicable fees or Training Credits for the Dedicated Training, Customer will reimburse Workday for the reasonable and actual travel living expenses incurred by the instructor(s) following the Dedicated Training. Any Customer request to cancel a Dedicated Training received less than fourteen (14) full calendar days from the scheduled start of the course is subject to a cancellation fee of 50% of the price of the course for thirteen (13) attendees as well as reimbursement for any non-refundable travel expenses incurred by the instructor(s).

4. Learn On-Demand Terms. The first Learn On-Demand ("LOD") SKU of each Library purchased by Customer is for ten (10) Named Users. Each "5 Additional Users" SKU is for five (5) additional Named Users for the stated Library. A "Library" is a bundle of specific, related training concepts. A "Named User" is an employee or independent contractor of Customer for which Customer has provided Workday a valid name and e-mail address through the Workday Customer Center, thereby authorizing Workday to provide LOD access to such individual. Workday shall assign each Named User a password granting the Named User access to the applicable LOD library. Customer's Training Coordinator may update the list of Named Users from time to time. Each Named User may access all of the LOD content within the specified Library(ies) during the Order Term.

5. Adoption Kit Terms.

- (a) The Adoption Kit is just-in-time, customizable materials for common employee and manager tasks, in addition to a wide range of templates and assets to help customers successfully roll out Workday across their organization.
- (b) During the Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize, and create derivative works of the Adoption Kit provided as part of this Order Form solely for the purpose of internally distributing the relevant Adoption Kit material to promote internal use of the Service by Customer's authorized end users in accordance with the MSA. Customer is solely responsible for the accuracy of any modifications or customizations of the Kit made by it. Workday reserves the right to add or remove content from individual Kit and add or remove entire Kit in the library.
- (c) Subject to Workday's underlying intellectual property rights in the Adoption Kits, the Service, and all other materials provided by Workday in connection herewith, Customer owns all right, title, and interest in and to the improvements and other materials that Customer is permitted hereunder to develop, make, or conceive, without the involvement or input of Workday personnel, that relate to the Adoption Kit ("**Customer Improvements**"). If Workday is involved in the input or development of a Customer Improvement, Workday owns all right, title, and interest in and to such Customer Improvement and Customer has a non-exclusive, royalty-free license to use such Customer Improvement solely for its internal business purposes. To the extent Customer discloses any portion of a Customer Improvement to Workday or others, except for any Customer Confidential Information included therein, Customer grants Workday a perpetual, irrevocable, non-exclusive, royalty-free license to use such Customer Improvement for any purpose whatsoever. In addition, Customer acknowledges that Workday may independently create and use material that is substantially similar to Customer Improvements. Customer shall reproduce all Workday proprietary rights notices and headings on any full or partial copies of Workday material provided as part of the Program, in the same manner in which such notices were set forth in the original. Workday reserves all rights not expressly granted hereunder, including all related Intellectual Property Rights. No rights are granted to Customer other than as expressly specified.



- 6. Learn On-Demand Administrator Training Kit.** A Learn On-Demand Administrator Training Kit is a bundle of training courses covering related training concepts. The Customer will have access to designate up to the specified number of “Named Users”. A “Named User” is an employee or independent contractor of Customer for which Customer has provided Workday a valid name and e-mail address through the Workday Customer Center, thereby authorizing Workday to provide access to such individual. Workday shall assign each Named User a password granting the Named User access to the applicable content. Customer’s Training Coordinator may update the list of Named Users from time to time. Each Named User may access all of the content within the specified Kit during the Order Term.
- 7. Miscellaneous Training Terms.** Workday training is for use by Customer employees and independent contractors only and for purposes consistent with the MSA. In no event will Customer allow third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training courses may not be videotaped, recorded, downloaded or duplicated without Workday’s prior written consent. Customer will pay for all training courses taken under Customer’s account (included courses not timely cancelled). Workday may utilize external systems for learning management, enrollment, course tracking, and to facilitate testing. Customer understands that any such system is not part of the Workday Service, although Workday’s confidentiality obligations shall apply.



**ORDER FORM # 366392
DELIVERY ASSURANCE (FIXED FEE)**

Customer Name	County of Richland (" Customer ")
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Rd., Pleasanton, CA 94588 (" Workday ")
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates beneath the parties' signatures on the MSA Signature Document
Order Term End Date	Jan 26, 2025
Currency	USD
Total Consulting Fees	165,065.00

Consulting Engagement Type	
Delivery Assurance Checkpoints Reviews	
Delivery Assurance Project Management Reviews	

Products	Learning, Recruiting, Time Tracking, Payroll- US, Financial Accounting, Customer Accounts, Grants Management, Inventory, Procurement, Projects, Financial Planning, Prism Analytics
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Number of Prism Use Cases	2
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Customer Contact Information	Billing Contact
Contact Name	Stacey Hamm, Director of Finance
Street Address City/Town, State/Province/Region Zip/Postal Code Country	2020 Hampton Street, P.O. Box 192 Suite 4036 Columbia, South Carolina 29202 United States
Phone/Fax #	Phone: 803-576-2103
Email (Required)	Hamm.Stacey@richlandcountysc.gov



This agreement (along with the tables above and Addendum attached hereto, this "**Document**") is entered into as of the Order Effective Date listed above, and is subject to and governed by the primary Service subscription agreement (the "**MSA**") between the Workday customer listed above ("**Customer**") and the Workday entity listed above ("**Workday**"). In the event of a conflict between the terms of this Document and the terms of MSA, the terms of this Document shall prevail with respect to the subject matter hereof. All capitalized terms not otherwise defined herein shall have the same meaning as in MSA. This Document is only valid and binding on the parties when executed by both parties and is further subject to the additional terms in Addendum A attached hereto.

Workday may extend the Order Term with respect to Workday's Delivery Assurance services without Customer's consent and at no additional cost to Customer, to the extent reasonably determined by Workday to be necessary or appropriate to perform the Delivery Assurance services.

Consulting Services and Scope. This Document describes Workday's Delivery Assurance consulting services ("**Delivery Assurance**" or "**DA**") that Workday shall perform for Customer. Any service, deliverable, feature, or functionality not expressly identified in Addendum A is not in the scope of this Document.

Fees and Payment. Workday will perform the Delivery Assurance on a fixed fee basis. The Total Consulting Fees as set forth above shall be invoiced upon execution of this Document. The fixed fee amount does not include related travel and expenses. Expenses shall be invoiced on a monthly basis as incurred. Invoices are due in accordance with the MSA. All remittance advice and invoice inquiries can be directed to AccountsReceivable@Workday.com.

Termination. Unless terminated in accordance with this Section, this Document automatically terminates upon the earlier of: (i) completion of the Delivery Assurance services provided hereunder, or (ii) the termination of the MSA. Either party may terminate this Document for cause on the same terms as it may terminate the MSA for cause. Upon receipt of any notice of termination, Workday shall immediately cease performance of the Delivery Assurance services and Customer shall pay Workday within thirty (30) days after the date of termination for all Delivery Assurance services performed by Workday (included partially completed services) and travel and living expenses incurred up to the cessation of such services. Notwithstanding any other provision to the contrary, termination or breach of this Document hereunder by either party for any reason shall not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.



**ADDENDUM A
ADDITIONAL TERMS – DELIVERY ASSURANCE**

1. General

As part of Workday’s Delivery Assurance services, Workday shall validate that Customer’s deployment of the Service, as performed by a Workday services partner (“Partner”), follows the Workday deployment methodology and configuration standards.

2. Description of Delivery Assurance Services

2.1 Checkpoint Reviews. Partner’s consultant(s) and project manager responsible for Customer’s deployment of the Service (collectively, the “**Partner Deployment Team**”) shall review the configured application (and applicable integrations and reports developed by the Partner Deployment Team or Workday) and provide output from applicable tools to the Workday team using a method specified by the Workday team. The Workday team will review provided output and tools and provide feedback to Partner’s consultant(s). Partner’s project consultant shall be responsible for resolving any issues identified during the review, including any issues identified by Workday. For any issues that cannot be resolved, the Partner Deployment Team shall follow Workday’s issue resolution process. A Partner project consultant shall review the checkpoint outcomes with Customer.

2.2 Project Management Reviews.

(a) Plan Review. Workday shall review Partner’s project planning documents drafted during the Plan stage and the cutover plans detailing Customer’s transition to the Service to determine whether the defined scope, tasks, and timelines are reasonable and align to the Workday deployment methodology.

(i) Workday’s Project Initiation Checkpoint is a detailed review for adherence to the Workday deployment methodology, an achievable schedule, and appropriate resourcing based upon scope and schedule.

(ii) The Cutover Plan review is a detailed review of the cutover plan and associated activities. This review shall help confirm that all important areas have been addressed to support a successful cutover to production and roll out of Customer’s deployment of the Service in Production.

(b) Periodic check-in calls. Workday shall conduct scheduled calls with the Partner Deployment Team and Customer to discuss the overall state of the deployment and determine if the project is continuing to meet expected timelines and activities.

(c) Deployment Readiness Reviews. Workday shall evaluate deployment/operational readiness at the end of each stage leveraging the Workday-delivered review template.

(d) Steering Committee. Workday shall participate in Steering Committee meetings.

(e) Other Activities. Workday shall participate in additional project-related activities, such as project status meetings, as needed.

3. Conditions

3.1 The parties understand and agree that the reviews and other services provided under this Document shall be performed 100% offsite, unless expressly agreed by the parties in writing. Any onsite work shall be pre-agreed to by both parties in writing.



3.2 Customer is responsible for the timely coordination of its internal resources and shall facilitate regular participation of the Workday team in regular Steering Committee meetings. If Customer's actions or responsibilities hereunder are delayed or impact Workday's ability to perform the services for any reason, Customer understands and agrees that Workday may delay services, a Change Order may be required, and additional fees may be due.

3.3 The fees due under this Document are based on the deployment scope described in this Document and only cover work performed during the Order Term. Any changes to the scope may impact both the time required to complete the reviews and the total Fees. If Customer desires any changes to the scope, the additional work shall be subject to a separate agreement between the parties. This Document is non-cancelable and Fees are non-refundable.

3.4 Workday may use Workday certified subcontractors to perform some or all of the services performed hereunder.

3.5 Neither the SLA nor Service Credits apply to this Order Form.

4. Ownership

The recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, reviews, guidance, and other technical information provided or developed by Workday in the course of performing the activities contemplated by this Document, or co-developed by the parties hereunder, including all Intellectual Property Rights pertaining thereto are Workday Intellectual Property Rights and Workday Confidential Information. Workday reserves all rights in the content and related Intellectual Property Rights not expressly granted to Customer herein.

5. Warranty and Disclaimer

This Document is for consulting services rather than the Service. Accordingly, the warranties and related remedies in the MSA regarding the Service are inapplicable. Instead, Workday warrants that it shall perform its obligations set forth in this Document in a professional and workmanlike manner. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives written notice to Workday which describes any deficiencies within thirty (30) days of the performance of the deficient services. In the event Workday is unable to correct the identified deficiencies after good-faith efforts and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defective portion of the services provided under this Document. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS DOCUMENT.



MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement"), dated as of September/October **XX**, 2022, is made by and between **Richland County, South Carolina**, a [REDACTED] corporation with its principal office located at 2020 Hampton Street, Columbia, South Carolina 29204 ("Client"), and **Cognizant Worldwide Limited**, a United Kingdom limited liability company with its principal office located at 1 Kingdom Street, Paddington Central, London, United Kingdom W2 6BD ("Cognizant"). In addition, **Cognizant Technology Solutions U.S. Corporation** ("CTS US") shall execute this Agreement solely for the purpose of enabling and authorizing CTS US to enter into Statements of Work (as defined below) together with Cognizant, whereby CTS US shall provide the applicable local Services and Deliverables within the United States of America to Client for Cognizant under such SOWs as provided in Section 1.1. For the purposes of this Agreement, Client and Cognizant may each be referred to as "Party" or, collectively, as the "Parties." The Parties, intending to be legally bound, hereby agree as follows:

1. SERVICES.

1.1 Services. Cognizant and Client will develop and enter into one or more statements of work incorporating a description of the specific services to be provided ("Services"), each in a form mutually agreed by the Parties (a "Statement of Work" or "SOW"). Each Statement of Work will set forth, among other things, project scope, various project activities and tasks to be performed by the Parties, and roles and responsibilities of the Parties. Cognizant may provide to Client the following types of services as, and to the extent, described in each Statement of Work: (i) the management of certain business and IT operational services, which may be performed either onsite or from remote locations ("Managed Services"); (ii) certain consulting, development, integration and or other support services provided in addition to the Managed Services ("Professional Services"); and (iii) any other services described as Cognizant's obligation in a Statement of Work, (collectively the "Services"). In addition, Cognizant will provide to Client certain results or proceeds of the Services that are defined as deliverables in each Statement of Work (collectively, the "Deliverables"). Each Statement of Work shall specifically identify this Agreement and indicate that it is subject to the terms hereof and be executed by Client and Cognizant. Unless otherwise set forth herein or expressly identified in the SOW as a modification to a specified provision of this Agreement, to the extent there are any conflicts or inconsistencies between this Agreement and any Statement of Work, the provisions of this Agreement shall govern and control. Cognizant may engage any Affiliate (as hereinafter defined) of Cognizant to provide Services and Deliverables to Client and any Affiliates of Client for Cognizant under this Agreement. For SOWs executed in connection with work to be performed for Client in the United States of America, and solely to the extent that employees of a U.S.-domiciled Cognizant Affiliate who are foreign skilled workers are required for the provision of Services or Deliverables by Cognizant in connection with such SOW, such Cognizant Affiliate may also execute such SOW solely for the purpose of providing Services and Deliverables to Client for Cognizant. Any Affiliate of Cognizant may itself provide Services directly to Client and any Affiliates of Client under this Agreement by executing SOWs in its own name, exclusive of Cognizant, and only for the purposes of any such SOW(s), shall be considered "Cognizant" as that term is used in this Agreement. Any Affiliate of Client may enter into SOW(s) with Cognizant or any Affiliate of Cognizant and, only for the purposes of any such SOW(s), shall be considered "Client" as that term is used in this Agreement. As used herein, the term "Affiliate" means any entity that controls or is controlled by or is under common control with Cognizant or Client, as applicable, where "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management,

policies and operations of such entity, whether through ownership of voting securities, by contract or otherwise.

1.2 Deliverables and Acceptance. Deliverables, if any, under this Agreement will be as set forth under any SOW. Each SOW will describe, if applicable, the Deliverables that Cognizant is obligated to furnish to Client hereunder, the acceptance criteria for each of the Deliverables (the “Acceptance Criteria”) and the completion criteria, if any, to signify completion of each phase of a project. Client shall review, evaluate and/or test, as the case may be, each of the Deliverables within the applicable time period set forth in a SOW (with respect to each Deliverable, the “Acceptance Period”) to determine whether or not such Deliverable satisfies the applicable Acceptance Criteria in all material respects. If Client does not furnish a written notice to Cognizant specifying that a Deliverable has failed to satisfy its Acceptance Criteria in all material respects prior to the end of the Acceptance Period therefor and/or if Client commences using the Deliverables commercially or in a production environment, then Client will be deemed to have accepted such Deliverable. If any Deliverable fails to satisfy its Acceptance Criteria in any material respect, then Client will notify Cognizant in writing specifying the respects in which such Deliverable does not conform to the applicable Acceptance Criteria and what modifications are necessary to make it conform thereto. Thereafter, Cognizant shall use its diligent commercially reasonable efforts to modify such Deliverable to so conform and the Deliverable will be resubmitted for acceptance by Client. If, after repeated attempts, Cognizant is unable to remedy any non-conforming portion of any Deliverable, Client may terminate pursuant to Section 12.2 herein.

2. PROJECT SCHEDULE; CHANGES.

2.1 Project Schedule; Changes. Each Statement of Work will set forth the projected work effort and schedule applicable to the Services. All statements and agreements concerning time are based upon information available and circumstances existing at the time made, and each Statement of Work is subject to equitable adjustment upon any material change in such information or circumstances, the occurrence of an excusable delay (as provided for in Section 2.2 hereof) or upon modification of the scope, timing or level of work to be performed by Cognizant. Either Party will be entitled to propose changes. It is mutually acknowledged that any such change may affect the fees or charges payable to Cognizant and/or the project schedule. Neither Party shall have any obligation respecting any change until an appropriate change order or amendment to the applicable Statement of Work is executed and delivered by both Parties.

2.2 Excusable Delays and Failures. Cognizant will be excused from delays in performing, or from a failure to perform, hereunder to the extent that such delays or failures result from causes beyond Cognizant’s reasonable control. Without limiting the generality of the foregoing, Client acknowledges that Client’s failure or delay in furnishing necessary information, equipment or access to facilities, delays or failure by Client in completing tasks required of Client or in otherwise performing Client’s obligations hereunder or under any Statement of Work and any assumption contained in a Statement of Work which is untrue or incorrect will be considered an excusable delay or excusable failure to perform hereunder and may impede or delay completion of the Services. Client further acknowledges that such delays or failures may result in additional charges for the Services.

3. PAYMENT.

3.1 Project Fees and Reimbursable Items. Client shall pay to Cognizant the fees and other compensation set forth in each Statement of Work. Client will also reimburse Cognizant for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Cognizant in connection with the Services and any other reimbursable items set forth in each Statement of Work but only if such reimbursements have been pre-authorized in writing by Client. Cognizant will have no obligation to perform any Services when any amount required to be paid by Client remains due and unpaid beyond the date such amount is due. Any suspension of Services by Cognizant as a result of Client's failure to make payment as required will extend the due dates of Deliverables and other Services to the extent impacted by such suspension or delay.

3.2 Invoices; Payments. Cognizant will invoice Client for all fees, charges and reimbursable items payable to Cognizant on a monthly basis or otherwise in accordance with the schedule set forth in the relevant Statement of Work as such payments are due. Client will pay the invoiced amount in full within thirty (30) days of the date of each invoice, without deduction, setoff, defense or counterclaim for any reason; provided that the Client may withhold amounts disputed in good faith pending resolution of such dispute. Client will pay interest, at a rate equal to the lesser of 1.5% per month (or part thereof) or the maximum legal rate permitted, on the amount shown on any invoice that is paid later than thirty (30) days after the date of the invoice, other than such amounts that are disputed in such good faith during the pendency of the relevant dispute. All amounts hereunder will be invoiced and paid in United States Dollars unless otherwise set forth in an applicable SOW.

3.3 Taxes. Client agrees to pay any applicable sales, use, value added, goods and services, services, excise, privilege, or other taxes or assessments relating to the Services or Deliverables provided by Cognizant to Client pursuant to the Agreement hereto, exclusive of taxes based on Cognizant's net income or net worth. Cognizant will invoice Client for any taxes payable by Client that are required to be collected by Cognizant.

4. OBLIGATIONS OF THE PARTIES.

4.1 Working Environment. For any Services to be provided by Cognizant at any of Client's sites, Client shall provide Cognizant's personnel with (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including software, hardware and documentation; (iii) provision and maintenance of personal computer ("PC") workstations for such personnel's use; (iv) assistance to such personnel in a timely manner by promptly correcting any hardware or software problems that would affect the performance of Services; and (v) any other items set forth in each Statement of Work.

4.2 Client's Personnel Commitment. Client will ensure that all Client personnel who may be necessary or appropriate for the successful implementation of the Services will, on reasonable notice, (i) be available to assist Cognizant's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as outlined in the Statement of Work; (iii) participate in progress and other Service related meetings; (iv) contribute to software and system testing; and (v) be available to assist Cognizant with any other activities or tasks required to complete the Services in accordance with the Statement of Work.

4.3 Export Control. Client agrees to notify Cognizant of any requirements for Deliverables or any other technology, technical data or information to which Cognizant will have access as a result of the Services that, in any case, will subject the Deliverables or the other technology, technical data or information to control under applicable export regulations under any classification other than EAR99 (or its non-U.S. equivalent) and, in such event, Client will (i) identify to Cognizant the applicable regulations (e.g. the United States Export Administration Regulations (“EAR”) or the International Traffic in Arms Regulations (“ITAR”)) and classifications (e.g. ECCN) and (ii) follow such guidelines as Cognizant may communicate to Client that reasonably are required to avoid violations. Each Party acknowledges and agrees that to the extent that any tangible or intangible technical data provided under this Agreement is subject to US export laws and regulations, such Party will not use, distribute, transfer, or transmit technical data provided by the other Party under this Agreement except in compliance with US export laws and regulations. Notwithstanding the foregoing, Client agrees that it will not provide Cognizant with any technology, technical data or information that is subject to control under the ITAR. In the event that Client wishes to provide Cognizant with ITAR-controlled technology, technical data or information, Client will notify Cognizant in writing of such intent, and the Parties agree to cooperate to determine the appropriate agreements and controls, if any, required before Client makes such disclosure.

4.4 FCPA. Neither Party shall take any action in connection with the performance of its obligations under this Agreement that violates the Foreign Corrupt Practices Act, as amended, and the rules and regulations thereunder in any manner that has a material adverse impact on the other Party. To the extent that any of the Services or Deliverables cannot be performed or provided without violation of any law, regulation, or other control, then Cognizant shall not be obligated to provide the same and the applicable Statement of Work shall be amended accordingly.

4.5 Work Authorization/HR Compliance. In the event that it is necessary for Cognizant to obtain visas or work permits for Cognizant personnel, Client will cooperate with Cognizant by taking all reasonably necessary actions to facilitate Cognizant’s efforts, including, but not limited to, providing, and hereby consents to Cognizant providing to immigration authorities, documentation indicating the nature and location of the work to be performed, the necessity of the work to be performed, and other documentation as may be reasonably required and related to this Agreement (including the existence and terms of this Agreement and the identity of the Parties hereto), and posting such notices as may be legally required (including any legally required notice posting at Client sites from which the parties contemplate services being provided by Cognizant personnel who are foreign skilled workers).

5. OWNERSHIP.

5.1 Ownership of Work Product. Cognizant agrees that, upon Client’s payment in full, the software or other intellectual property developed by Cognizant or its Affiliates as a ‘work-for-hire’ specifically for Client, as set forth in a Statement of Work (“Work Product”) shall be the property of, and ownership shall vest in, Client. Client’s ownership of Work Product does not include Cognizant Proprietary Intellectual Property (as defined below) or any Third Party Items, or any derivative of the foregoing, that is incorporated into the Work Product. Cognizant agrees to take, at Client’s cost and expense, all actions requested by Client which are reasonably necessary to assure the conveyance to Client of all right, title and interest in and to the Work Product, including copyright.

5.2 Residual Rights. Notwithstanding anything to the contrary herein, Cognizant, Cognizant Affiliates, and their respective employees and agents shall be free to use and employ any Residual Information. “Residual Information” means the general knowledge, ideas, know-how, experience, and techniques that would be retained in the unaided memory of an ordinary person skilled in the art, not intent on appropriating the proprietary information of the disclosing party. Nothing in this paragraph, however, shall be deemed to grant a license under Client’s registered intellectual property rights.

5.3 Cognizant Proprietary Intellectual Property. Client acknowledges that as part of delivering the Services, Cognizant personnel may utilize proprietary software, methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship, creative works, ideas, know-how, data or other materials which have been or are originated, developed, licensed, purchased, or acquired by Cognizant or its Affiliates or subcontractors (collectively, “Cognizant Proprietary Intellectual Property”). Client agrees that Cognizant Proprietary Intellectual Property and Residual Information, any derivatives of Cognizant Proprietary Intellectual Property or Residual Information, is the sole property of Cognizant (or its licensors) and that Cognizant (or its licensors) will retain sole and exclusive title to and ownership thereof. If any Cognizant Proprietary Intellectual Property owned by Cognizant is embedded in Work Product, Cognizant grants to Client a worldwide, royalty free, non-exclusive, transferable, perpetual license to use, execute and perform such Cognizant Proprietary Intellectual Property as a functional element of the applicable Work Product, subject to any additional terms or limitations set forth in the applicable Statement of Work, and provided that no portion of the Cognizant Proprietary Intellectual Property is separated or unbundled from the applicable Work Product or used as a stand-alone product or development tool. Except as expressly provided in the foregoing sentence, nothing contained in this Agreement or otherwise shall be construed to grant to Client any right, title, license or other interest in, to or under any Cognizant Proprietary Intellectual Property (whether by estoppel, implication or otherwise). Any license to Cognizant Proprietary Intellectual Property that is not embedded in Work Product or that is commercially available will be pursuant to a separate license agreement between Client and Cognizant (or its licensor).

5.4 Third Party Items. Cognizant shall obtain Client’s prior written consent before embedding in Work Product or installing in Client’s environment any proprietary third party tools or applications. If any third party tools, applications, utilities and cloud infrastructure are distributed, resold, or provided to Client in connection with this Agreement (collectively, “Third Party Items”), such Third Party Items shall be provided AS-IS and made available to Client under a separate agreement between Client and the licensor of the Third Party Item or may be made available to Client by Cognizant under a separate agreement or pass-through terms set forth in an SOW, which shall apply to the relevant Third Party Item(s) in lieu of any of the terms of this Agreement.

5.5 Installation of Tools. Cognizant may use certain Cognizant owned or licensed Tools (the “Tools”), including those set forth in the applicable SOW in connection with its performance of the Services. The Tools are Cognizant’s confidential information. As between Cognizant and Client, Cognizant is the sole owner of the Tools, together with all modifications, enhancements and changes to the Tools. Client consents to Cognizant’s installation of the Tools onto Client’s systems. Only Cognizant may install, configure, control, or grant access to the Tools. Client agrees that Cognizant may uninstall and remove the Tools at any time, and that the consent set forth in this paragraph is not a software license or subscription agreement. Cognizant will use the Tools as installed on Client’s systems solely to perform the Services for Client.

6. CONFIDENTIAL INFORMATION.

6.1 Confidentiality Obligations. For a period of three (3) years from the date of disclosure of the applicable Confidential Information (as hereinafter defined), Client and Cognizant shall each (i) hold the Confidential Information of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other Party for any purpose whatsoever except as expressly contemplated under this Agreement or any Statement of Work. Except with the express written consent of the other Party, each Party shall disclose the Confidential Information of the other Party only to those of its and its affiliates' employees officers, directors, subcontractors, agents or representatives having a legitimate need to know the information for the purposes of this Agreement ("Representatives") and shall take all reasonable precautions to ensure that such Representatives comply with the provisions of this Section 6.1.

6.2 Definition. The term "Confidential Information" shall mean any and all information or proprietary materials other than Personal Information (as defined in Exhibit A attached hereto) (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either Party (the "disclosing party") to the other (the "receiving party") in connection with the efforts contemplated hereunder, including (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and customer lists or requirements.

6.3 Exceptions. The obligations of either Party under Section 6.1 will not apply to information (other than Personal Information) that (i) was in the receiving party's possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement by the receiving party, or (iv) is independently developed by the receiving party without regard to the Confidential Information of the disclosing party. In addition, the receiving party may disclose Confidential Information as required to comply with the Freedom of Information Act S.C. Code of Laws § 30-4-10 et seq. (1976) and binding orders of governmental entities that have jurisdiction over it; *provided* that the receiving party (a) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

7. DATA PROTECTION

7.1 Data Protection. If and to the extent that the Services require Cognizant to process Client's Personal Information, the Parties shall abide by the terms set forth under Exhibit A attached hereto.

8. INDEMNIFICATION.

8.1 Intellectual Property Rights Indemnity. Cognizant agrees to indemnify and hold harmless Client from and against any costs and damages awarded against the Client by a court pursuant to a final judgment as a result of, and defend the Client against, claims of infringement of a U.S. patent or registered copyright or misappropriation of any trade secret related to a Deliverable of Cognizant.

8.2 Intellectual Property Rights Exclusions. Cognizant shall have no obligation under Section 8.1 or other liability for any infringement or misappropriation claim resulting or alleged to result from: (i) modifications made other than by Cognizant, (ii) use of the Deliverables in combination with any equipment, software or material not approved or provided by Cognizant, (iii) Client's use or incorporation of materials not provided by Cognizant, (iv) the instructions, designs or specifications provided by Client; (v) any software or other materials furnished by any third party; or (vi) Client's continuing the allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement.

8.3 Infringement Remedies. In the event of an infringement or misappropriation claim as described in Section 8.1 above arises, or if Cognizant reasonably believes that a claim is likely to be made, Cognizant, at its option and in lieu of indemnification, may: (i) modify the applicable Deliverables so that they become non-infringing but functionally equivalent; or (ii) replace the applicable Deliverables with material that is non-infringing but functionally equivalent; or (iii) obtain for Client the right to use such Deliverables upon commercially reasonable terms; or (iv) remove the infringing or violative Deliverables and refund to Client the fees received for such Deliverables that are the subject of such a claim based on a five (5) year straight line depreciation. This Section 8 sets forth the exclusive remedy and entire liability and obligation of each Party with respect to intellectual property infringement or misappropriation claims, including patent or copyright infringement claims and trade secret misappropriation.

8.4 Personal Injury and Property Damage Indemnity. Cognizant agrees to indemnify, defend and hold harmless Client from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of third party claims for bodily injury or damage to real or tangible personal property, not including software, data, and documentation, to the extent caused directly and proximately by the gross negligence or willful misconduct of Cognizant, its employees or agents.

8.5 Indemnification Procedures. Cognizant obligations to indemnify, defend and hold harmless set forth above in this Section 8 will not apply to the extent Client was responsible for giving rise to the matter upon which the claim for indemnification is based and will not apply unless the Client (i) promptly notifies Cognizant of any matters in respect of which the indemnity may apply and of which the Client has knowledge; (ii) gives Cognizant full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof, provided that Cognizant shall not settle any such claim or action without the prior written consent of Client; and (iii) cooperates with the Cognizant, at the Cognizant's cost and expense in the defense or settlement thereof. Client may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.

9. WARRANTY.

9.1 Limited Warranty. Cognizant warrants the following:

9.1.1 the applicable Services rendered hereunder will be performed by qualified personnel;

9.1.2 the Professional Services performed will substantially conform to any applicable requirements set forth in the Statement of Work for a period of thirty (30) days (the "Warranty Period") following performance of such Professional Services; and

9.1.3 during the Warranty Period, the Deliverable(s) will materially conform to the corresponding product specifications set forth in the applicable Statement of Work for such Deliverable.

9.2 Remedies. Cognizant does not warrant that any Deliverable will operate uninterrupted or error-free, provided that Cognizant shall remain obligated pursuant to this Section 9. In the event that any Deliverable or Service fails to conform to the foregoing warranty in any material respect, the sole and exclusive remedy of Client will be for Cognizant, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. The foregoing warranty is expressly conditioned upon (i) Client providing Cognizant with prompt written notice of any claim thereunder prior to the expiration of the applicable Warranty Period, which notice must identify with particularity the non-conformity; (ii) Client's full cooperation with Cognizant in all reasonable respects relating thereto, including, in the case of modified software, assisting Cognizant to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than Cognizant.

9.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1, COGNIZANT DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

9.4 Responsibility of Client. In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is determined not to be Cognizant's responsibility hereunder (including any problem with Client's third party vendors, Client's computer hardware or software that was not caused by any Services performed by Cognizant), Client will be responsible to pay Cognizant for all costs incurred for all evaluation, correction or other services performed by Cognizant relating to such claim on a time and materials basis at Cognizant's then standard billing rates.

10. LIMITATION OF LIABILITY AND REMEDIES.

10.1 Exclusion of Damages. In no event shall either Party be liable to the other Party or any other person or entity for any lost profits, special, exemplary, indirect, incidental, consequential or punitive damages or liabilities, or for any costs (including transition costs) associated with procuring substitute or replacement services, of any kind or nature whatsoever (collectively, "Indirect Damages"), whether in an action based on contract, warranty, strict liability, tort or otherwise, even if such Party has been informed in advance of the possibility of such Indirect Damages or such Indirect Damages could have been reasonably foreseen by such Party.

10.2 Total Liability. In no event shall Cognizant's liability to Client or any other person or entity arising out of or in connection with this Agreement or the Services exceed, in the aggregate, the total fees paid by Client to Cognizant for the particular Service or Deliverable with respect to which such liability relates (or in the case of any liability not related to a particular portion of the Services, the total fees paid by Client to Cognizant under the applicable Statement of Work) in the twelve (12) month period preceding the last act or omission giving rise to any such liability, whether such liability is based on an action in contract, warranty, strict liability or tort (including, without limitation, negligence) or otherwise. The limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. EMPLOYEES.

11.1 No Employee Relationship. Neither Party's personnel shall be deemed to be employees of the other Party. Each Party and its Affiliates shall be solely responsible for the payment of all compensation to its employees, including provisions for employment taxes, workmen's compensation and any similar taxes associated with employment of its personnel. A Party's employees shall not be entitled to any benefits paid or made available by the other Party to its employees.

11.2 Non-Solicitation Obligations. During the term hereof and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, solicit for employment or employ, or accept services provided by, (i) any employee of the other Party (including employees of Cognizant's Affiliates); or (ii) any former employee of the other Party (including former employees of Cognizant's Affiliates) who performed any work in connection with or related to the Services.

11.3 Subcontractors and Third Party Providers. In addition to the right to engage Affiliates to provide Services as specified hereunder, Cognizant may engage non-Affiliate third parties which will be responsible for providing a portion of the Services that Cognizant provides to Client (such as field services and end user support) where such services are not dependent on a product being provided by such third party ("Subcontractors"), provided that such Subcontractors have executed appropriate confidentiality agreements with Cognizant. Cognizant may also (i) engage vendors providing equipment or software (and services in support of such equipment or software) to support the provision of Services and/or (ii) subcontract for third party services or products that are not principally dedicated to performance of Services for the Client, which are not material to a function constituting a part of the Services, do not result in a material change in the way Cognizant conducts its business, or are composed of small scale temporary labor (collectively, "Third Party Providers"). For the avoidance of doubt, Third Party Providers shall not be deemed "Subcontractors" as such term is defined under this Section 11.3. Cognizant may engage such Third Party Providers pursuant to such Third Party Providers' standard terms and conditions. Client shall agree in writing to be bound by the Third Party Providers' standard terms and conditions to the extent necessary, if at all, for Client to (iii) be able to use of the relevant Third Party Provider's product or services in connection with its receipt of the Services and/or (iv) make use of any of the Services supported by such Third Party Provider's product/services. No engagement of Subcontractors or Third Party Providers hereunder will relieve Cognizant from any of its obligations under this Agreement.

11.4 Nondiscrimination. To the extent applicable to Services under this Agreement, Cognizant shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their

status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

12. TERM AND TERMINATION.

12.1 Term. The Agreement is effective as of the date on the Agreement and shall continue in effect for an initial term ending three years thereafter. The Agreement shall thereafter continue in effect for successive one-year terms, unless not later than sixty (60) days prior to the end of the then-current term, either party shall notify the other that the Agreement shall expire, in which event the Agreement shall expire on the last day of the then-current term (except with respect to any Statement of Work for which the term set forth in such Statement of Work has not yet been completed, which Statement of Work shall continue until expiration or termination).

12.2 Non-Appropriations. This Agreement shall be subject to cancellation upon thirty (30) days prior written notice without damages or further obligations if funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. Client will provide sufficient documentation to evidence non-appropriation upon Cognizant's request.

12.2 Termination or Suspension. This Agreement may be terminated in whole or in part by either Party (the "non-breaching party") upon written notice to the other Party if any of the following events occur by or with respect to such other Party (the "breaching party"): (i) the breaching party commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach or fails to reach an agreement with the non-breaching party regarding the cure thereof; or (ii) any insolvency of the breaching party, any filing of a petition in bankruptcy by or against the breaching party, any appointment of a receiver for the breaching party, or any assignment for the benefit of the breaching party's creditors. In addition to any right to terminate as provided in this Agreement, the Parties agree that in connection with any dispute for which Client withholds the payment of charges pursuant to this Agreement, if the total amount being disputed (other than amounts in dispute resulting from clear billing errors of Cognizant), plus any amount that is undisputed but past due and any interest that has accrued thereon, exceeds the amount of fees billed by Cognizant in the then-prior three-month period (the "Disputed Amount Threshold"), Cognizant may, without liability to Client or its Affiliates, with at least 30 days' prior written notice to Client, suspend the further delivery of Services that are not paid for in advance until all payment disputes are resolved using the dispute resolution process set forth in this Agreement. If Client pays the Disputed Amount, Cognizant shall promptly recommence performance of the Services and all Cognizant timing obligations and delivery commitments under this Agreement and/or each applicable SOW shall be extended by the number of days between the date of suspension and the date Cognizant recommences performance of the relevant Services.

12.3 Payment upon Termination. Upon termination, Cognizant will be entitled to recover payment for all Services rendered through the date of termination (including for work in progress), and in the event of termination of this Agreement, in whole or in part, by Cognizant pursuant to this Section 12, Cognizant will also be entitled to recover those reasonable costs incurred in anticipation of performance of the Services to the extent they cannot reasonably be eliminated.

12.4 Survival. In the event of termination or upon expiration of this Agreement, Sections 3, 5, 6, 8, 9 (subject to the expiration of any warranty period), 10, 11, 12, and 13 hereof will survive and continue in full force and effect.

13. MISCELLANEOUS.

13.1 Governing Law. This Agreement will be governed by the laws of the State of South Carolina, without reference to the principles of conflicts of law. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. In addition, the provisions of the Uniform Computerized Information Transaction Act and United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13.2 Dispute Resolution.

In the event of any dispute, controversy, or claim of any kind arising out of or relating in any way to this Agreement or the breach thereof (each a "Dispute"), the Party claiming a Dispute shall send a written notice to the other Party describing the basis for the Dispute and the requested remedy, and inviting the other Party to have its executive confer with a named executive of the claiming party to attempt to negotiate a resolution. If further dispute resolution is needed, a non-binding mediation may be utilized. Otherwise any further dispute resolution shall be handled by the judicial process in South Carolina. To the fullest extent permitted by law, each Party irrevocably waives all rights to a trial by jury.

13.3 Binding Effect and Assignment. Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, except either Party may, upon prior written notice to the other Party (but without any obligation to obtain the consent of such other Party), assign this Agreement or any of its rights hereunder to any Affiliate of such Party, or to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if such entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

13.4 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

13.5 Notices. All notices required by this Agreement will be given in writing to the other Party and delivered by registered mail, international air courier, facsimile, or the equivalent. Notices will be effective when received as indicated on the facsimile, registered mail, or other delivery receipt. All notices will be given by one Party to the other at its address stated on the first page of this Agreement unless a change thereof previously has been given to the Party giving the notice.

13.6 Amendments and Waivers. This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to

any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

13.7 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

13.8 Counterparts. This Agreement and each Statement of Work may be executed in several counterparts and by facsimile signature, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. A telecopy signature shall be as legally effective as an original signature.

13.9 Entire Agreement. This Agreement and all Statements of Work attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersede all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

13.10 Press Releases and Announcements. Either Party may make any public disclosure it believes in good faith is required by applicable law, regulation or stock market rule (in which case the disclosing party shall use reasonable efforts to advise the other Party and provide it with a copy of the proposed disclosure prior to making the disclosure).

13.11 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

13.12 Consents and Approvals. Except where expressly provided as being in the discretion of a Party, where approval, acceptance, consent or similar action by either Party is required under this Agreement or the applicable Statement of Work, such action shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, Cognizant and Client have caused this Agreement to be signed and delivered by their duly authorized officers, all as of the date first herein above written.

COGNIZANT WORLDWIDE LIMITED

RICHLAND COUNTY, SOUTH CAROLINA

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Solely for the purpose of acknowledging that CTS US may perform local services in the United States of America in accordance with Section 1.1:

COGNIZANT TECHNOLOGY SOLUTIONS U.S. CORPORATION

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A

DATA PROTECTION AGREEMENT

This Data Protection Agreement (this “**DPA**”), is entered into by and between **Cognizant Worldwide Limited** (collectively with its Affiliates, “**Cognizant**”) and **Richland County, South Carolina** (“**Client**”) (each a “**Party**” and collectively, “**Parties**”), pursuant to the terms and conditions of the Master Services Agreement (the “**Agreement**”) effective [REDACTED] between the Parties.

General Data Protection Terms

1. Introduction.

- 1.1. Order of Precedence. This DPA is part of the Agreement, and the terms of this DPA are in addition to, and not in lieu of, the terms in the Agreement. The terms of this DPA shall prevail over any conflicting terms in the Agreement’s other sections.

2. Definitions.

- 2.1. In this DPA:

- a. “**Access**” or “**Accessing**” means to access, view, alter, use, process, transfer, store, host, disclose, erase, destroy, or dispose of Protected Data, and includes any operation or set of operations performed upon Protected Data, whether or not by automated means.
- b. “**Applicable Laws**” means the privacy, data security, and data protection laws, directives, regulations, orders, and rules in the jurisdiction(s) applicable to the Cognizant and/or the Services provided under the Agreement.
- c. “**Applicable Standards**” means government standards, industry standards, and commercially reasonable practices related to privacy, data security or data protection that are applicable to Cognizant and the Services provided under the Agreement, or such other standards as otherwise agreed to by the Parties and specifically set forth in an applicable Statement of Work or other written agreement.
- d. “**Authorized Person(s)**” means the individual(s) to whom Client or Cognizant has granted Access to Protected Data.
- e. “**Employee Personal Data**” means the Personal Information of the personnel of Cognizant, Cognizant’s Affiliates, or Cognizant subcontractors or other representatives.
- f. “**European Data Protection Legislation**” means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“**General Data Protection Regulation**”), including any applicable delegated acts adopted by the European Commission and any applicable

national legislation made under or otherwise adopted by Member States of the EEA pursuant to specific rights or powers contained within the General Data Protection Regulation, together with any replacement legislation or any equivalent legislation of any other applicable jurisdiction and all other applicable laws and regulations in any relevant jurisdiction relating to the processing of personal data and privacy.

- g. **“include”** or **“including”** means including but not limited to.
- h. **“Personal Data”** means: any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.
- i. **“Personal Information”** means: (i) information relating to an identified or identifiable individual in any form or medium; (ii) information related to an identified or identifiable individual that is protected under Applicable Law (including Personal Data); or (iii) information that is not specifically about an identified or identifiable individual but, when combined with other information, may identify an individual. In the event that the definition of Personal Information in this DPA is inconsistent with a definition of Personal Data, Personal Information, or similar concept under an Applicable Law, then the definition of such concept under the Applicable Law shall prevail solely to the extent of the inconsistency.
- j. **“Protected Data”** means the Personal Information to which Client has granted Cognizant access for the performance of Cognizant’s obligations under the Agreement.
- k. **“Security Incident”** means the unauthorized or unlawful destruction, loss, alteration, or disclosure of Protected Data caused by Cognizant’s breach of this DPA. Security Incidents will not include unsuccessful attempts to Access Protected Information or to interfere with system operations in an information system, such as “scans” or “pings” on a firewall.
- l. **“Security Standards”** has the meaning set forth in Section 5 of this DPA.

2.2. All capitalized terms that are not expressly defined in this DPA will have the meaning given to them in the Agreement. All examples are illustrative and not the sole or exclusive examples of a particular concept.

3. General Obligations.

3.1. Compliance. Cognizant agrees that, during the period in which Cognizant has been given Access to Protected Data, it will comply with its obligations under Applicable Laws. Cognizant will provide commercially reasonable information, assistance, and cooperation regarding the processing of Personal Information as Client may reasonably require to enable Client to comply with Applicable Laws, including (when required by Applicable Laws) assisting Client (at Client’s expense) with its security, notification, communication, recordkeeping, and reporting obligations under Applicable Laws.

- 3.2. Purpose Limitation. Cognizant agrees that it will Access Protected Data: (i) in accordance with the lawful, written instructions of Client (provided such instructions are reasonable and provided that Client shall be responsible for any material costs incurred by Cognizant in order to comply with such documented instructions); (ii) for the proper management and administration of Cognizant or to carry out Cognizant's legal responsibilities under Applicable Laws; and (iii) to fulfill its obligations under the Agreement and the relevant Statement(s) of Work.
- 3.3. International Transfers of Personal Information. When applicable, and where required by Applicable Laws, the Parties agree to execute appropriate data transfer agreements to ensure the lawfulness of cross-border transfers of Personal Information.
- 3.4. Duty of Confidentiality. Cognizant agrees that Authorized Persons to whom Cognizant has granted Access to Protected Information will be subject to a duty of confidentiality (whether such duty is contractual, statutory, or otherwise).
- 3.5. Individual Rights. Cognizant will reasonably assist the Client to fulfill or resolve an individual's request for access to his or her Personal Information, including with respect to a request from a data subject to exercise any of his or her rights under Applicable Laws (including the rights of access, correction, blocking, objection, erasure and data portability, as applicable). If Cognizant receives such a request directly from the individual(s), Cognizant will promptly inform Client of the request.
- 3.6. Prohibited Personal Information. Client will not provide Cognizant with Access to Personal Information that contains any special categories of Personal Data or information related to criminal convictions and offenses that are not expressly disclosed in the relevant SOW(s).

4. Obligations for Special Categories of Personal Information.

- 4.1. European Data Protection Requirements. If Cognizant or a Cognizant Affiliate: (i) is established within the European Economic Area ("EEA"), Switzerland, or the UK and processes Personal Data of EEA or UK data subjects on behalf of Client or a Client Affiliate as part of the Services; (ii) processes Personal Data on behalf of a Client Affiliate established in the EEA, Switzerland, or the UK as part of the Services; or (iii) processes the Personal Data of data subjects located in the EEA, Switzerland, or the UK on behalf of the Client or a Client Affiliate as part of the Services, then the Parties will enter into additional EU-specific data privacy terms with respect to the Services that involve processing of such Personal Data.
- 4.2. HIPAA. If and to the extent Cognizant has Access to Protected Health Information as defined at 45 C.F.R. §160.103 ("PHI") subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), then the Parties shall enter into a mutually agreeable Business Associate Agreement subject to the provisions of the Agreement.

5. Security Standards.

- 5.1. Minimum Security Standards. Cognizant agrees to implement and maintain commercially reasonable and appropriate administrative, technical, organizational, and physical controls designed to provide a level of security appropriate to the risk and to

protect the confidentiality, integrity, and availability of Protected Data (“**Security Standards**”), including: (i) controls designed to secure facilities, infrastructure, data centers, servers, hard copy files, systems, equipment, applications, and devices used to Access Protected Data, including controls to monitor, prevent, detect, and respond to Security Incidents; (ii) policies and practices limiting Access to Protected Data only to Authorized Persons; and (iii) procedures to regularly assess and evaluate the effectiveness of the Security Standards.

5.2. Training. Cognizant will provide privacy and security training for all Authorized Persons who Access Protected Data.

5.3. Client Responsibility for Employee Personal Data. To the extent that Client has Access to Employee Personal Data, Client shall implement and maintain, in compliance with Applicable laws, a data privacy and security program to protect Employee Personal Data to a standard materially the same as those required of Cognizant hereunder. Client shall collect only the minimum necessary amount of Employee Personal Data to comply with Client’s obligations under Applicable Laws.

6. Return and Disposal of Protected Data. Upon the earlier of Client’s written request or termination or expiration of the Agreement, Cognizant will securely destroy or, at Client’s expense, return the Protected Data in accordance with Client’s reasonable written instructions. Cognizant agrees to return or destroy Protected Data within ninety (90) days of receipt of Client’s written request or expiration or termination of the Agreement, as applicable; provided, however, that Cognizant may retain copies of Protected Information that Cognizant is legally required to retain, subject to a continued obligation to hold the same in confidence in accordance with this Agreement.

7. Security Incident Response.

7.1. Security Incident Response Program. Cognizant will maintain an incident response program in compliance with Applicable Laws to respond to Security Incidents.

7.2. Notice, Investigation, and Remediation. In the event of a Security Incident, Cognizant will notify Client without undue delay (and in no event more than seventy-two (72) hours after confirmation of the Security Incident). This notification will include, to the extent know at the time notice is sent: (i) a description of the Security Incident; (ii) the categories and types of Protected Data affected; and (iii) if applicable, the categories and number of data subjects and individual records affected. Additionally, Cognizant will promptly investigate and remedy the Security Incident, take commercially reasonable steps to mitigate the effects of the Security Incident and to prevent further Security Incidents, and take other actions required of it by Applicable Laws.

7.3. No Unauthorized Statements. Except as required by Applicable Laws, neither Party will make public statements concerning a Security Incident that references or identifies either Party, unless both Parties have provided express written consent for any such statement prior to its release.

8. Change in Law. If an Applicable Law becomes effective after the execution of this DPA and is inconsistent with the terms of this DPA or otherwise requires the Parties to amend this DPA or change the Services, the Parties agree to enter into good faith negotiations to make

required changes to the Security Standards, the Services, and/or to amend this DPA or the Agreement.

- 9. Survival.** Cognizant's obligations under this DPA will survive termination or expiration of the Agreement and/or completion of the Services solely to the extent Cognizant is required to Access Protected Data.

IN WITNESS WHEREOF, Cognizant and Client have caused this DPA to be signed and delivered by their duly authorized officers, all as of the date first herein above written.

COGNIZANT WORLDWIDE LIMITED

RICHLAND COUNTY, SOUTH CAROLINA

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Prepared For:
Richland County, South Carolina

Statement of Work Workday Deployment Services



Preparation Date: August 26, 2022

**STATEMENT OF WORK
FOR
WORKDAY DEPLOYMENT SERVICES**

This Statement of Work (“SOW”) is made effective on the 3rd day of October 2022 (the “SOW Effective Date”) by and between Richland County, South Carolina (“Client”), having its principal place of business at 2020 Hampton Road, Columbia, SC 29201 and Collaborative Solutions, LLC, a limited liability company (“CSLLC”), an Affiliate of Cognizant Worldwide Limited (“Cognizant”), having its principal place of business at 11190 Sunrise Valley Drive, Suite 110, Reston, VA 20191 for Services scheduled to begin on October 3, 2022 (“Start Date”) and expected to end on November 10, 2023.

This SOW, together with the Agreement, sets out the terms pursuant to which CSLLC will provide certain Services, as further described below. This SOW is being entered into in connection with and subject to the terms and conditions contained in the [INSERT AGREEMENT NAME] by and between Cognizant and Client dated as of [AGREEMENT EFFECTIVE DATE] (the “Agreement”). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

Commented [HM1]: Client – to be confirmed upon MSA execution

1.0 Scope of Work (“Scope”)

The Scope set out below describes the limits of the implementation in terms of organization, functionality, data conversion, integrations, reports, change management, and training which will be a part of the project.

1.1 Organization Scope

1.1.1 Person Population

Population Type	Count
Active Employees	Two thousand three hundred (2,300)
Contingent Workers	Up to three hundred (300)
Terminated Workers	Up to two hundred (200)
Retirees	Up to five hundred (500)

Region	Countries
North America	United States of America

1.1.2 Language: All communication, documentation, data, and deliverables will be in English.

1.1.3 Currency: United States Dollars (“USD”).

1.1.4 **Security:** Single sign-on and activation of Workday Factory delivered security groups.

1.2 Functionality Scope

The following Functional Areas will be configured within the Workday application. This project is being deployed using CSLLC’s Cynergy methodology.

Functional Area	Location Scope
HUMAN CAPITAL MANAGEMENT (“HCM”)	
HCM: Core	United States of America
Compensation: Core	United States of America
Benefits	United States of America
Talent & Performance Management	United States of America
Recruiting	United States of America
Learning Management	United States of America
Peakon Employee Voice	United States of America
Absence Management	United States of America
Time Tracking	United States of America
Scheduling	United States of America
Payroll	United States of America
FINANCIALS	
Core Financial Management, Accounting, and Finance	United States of America
Financial Accounting	United States of America
Budgets	United States of America
Banking and Settlement	United States of America
Procurement	United States of America
Inventory	United States of America
Supplier Accounts	United States of America
Business Assets	United States of America
Expenses	United States of America
Revenue Management	United States of America
Project and Work Management	United States of America
Grants Management	United States of America
Planning	United States of America

Functional Area	Location Scope
CROSS-FUNCTIONAL	
Prism	United States of America
People Analytics	United States of America
Mobile Solutions	United States of America
Employee Self-Service	United States of America
Manager Self-Service	United States of America

Configuration of the Functional Areas above will be limited to the functionality Scope contained in Appendix D of this SOW.

1.3 Prism Use Case(s)

Worker History

Load data from legacy Human Resources system into Prism to provide reporting on compensation changes, job changes, and worker data for non-converted prior employees. Prism to ingest, transform, and publish data to produce a reportable data source for worker history.

Financial History

Up to one hundred seventy five (175) hours to assist Client to load data from legacy Financials system into Prism to provide transaction-level reporting for the General Ledger, Accounts Payable, and Accounts Receivable modules and summary-level Budget history. Will also include Supplier/Customer records from legacy system. Prism to ingest, transform, and publish data to produce a reportable data source for general ledger history, budget history, accounts payable history, accounts receivable history, legacy suppliers, legacy customers.

1.4 Data Conversion Scope

Four (4) tenant builds are included in the Scope of this SOW. Data from Client's copy of current production systems will be converted into Workday during each of the conversion cycles without data scrambling or masking. Data scrambling or masking is not included in the Scope of this SOW, except for email addresses for all person types which will be masked until the Gold/pre-production build. The tenant builds for this SOW include:

- Foundation tenant morphs to Configuration tenant (the Configuration tenant consists of up to three (3) Workset Data Loads)
- End-to-end tenant
- Parallel tenant
- Gold/pre-production tenant

The Data Conversion Scope is further detailed in Appendix E. Cynergy data validation reports will be provided as a starting point for data conversion files. Minor modifications will be necessary for Client specific requirements of additional data points; however, any additional changes to the delivered reports will require a fully executed Project Change Order Form (“Change Order”).

1.5 Interfaces/Integrations Scope

The integrations listed in Appendix B are included in the Scope of the project. Below is a summary of the integration counts.

Integrations	Owner	Cloud Connect	Enterprise Interface Builder/Document Transformation Service	Workday Studio	Other
	CSLLC	Thirteen (13)	Two (2)	Five (5)	Seven (7)
	Client	Zero (0)	Six (6)	Zero (0)	Zero (0)

1.6 Report Scope

All Workday delivered standard reports associated with the Scope listed in Section 1.2 are included in the Scope of the project. If CSLLC has included assistance for additional custom reporting support and training as part of CSLLC's estimate, it will be identified in the pricing section of this SOW.

Any specific custom reports listed in Appendix B are included in the Scope of the project.

1.7 End User Organizational Change & Training (“OC&T”) Scope

As they relate to the applications, areas, and events specified in Sections 1.1 and 1.2 above, CSLLC will complete OC&T Services. Specific Services and tasks to be performed by CSLLC and the Client are detailed in Section 2.0 below. All OC&T activities, communication, materials, and deliverables will be conducted and/or produced in English.

2.0 Services and Responsibilities

This section identifies the Services to be performed by CSLLC and the Client.

Stage	CSLLC Services	Client Responsibilities
Strategy	<ul style="list-style-type: none"> Assemble the CSLLC project team for Strategy stage Conduct Strategy planning sessions 	<ul style="list-style-type: none"> Assemble the Client project team for Strategy stage Attend Strategy planning sessions

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> Schedule Strategy meetings and provide status reporting Participate in weekly project meetings Jointly schedule Strategy workshops Conduct Strategy Map session Define Project Governance and Decision-making Model Conduct Data Conversion Readiness Session Conduct Foundation Data Assessment sessions Conduct Workday Technology, Enterprise Architecture and Reporting sessions Executive summary Provide stage sign-off document 	<ul style="list-style-type: none"> Attend weekly project meetings Jointly schedule Strategy workshops Provide input into Strategy Map session Participate in Project Governance and Decision-making sessions Participate in Data Conversion Readiness Session Participate in Foundation Data Assessment sessions Participate in Workday Technology, Enterprise Architecture and Reporting sessions Provide input into executive presentation summary Provide stage sign-off document
Plan	<ul style="list-style-type: none"> Assemble the CSLLC project team Deliver discovery templates (deployment discovery questionnaire, integration discovery document) to Client Establish a regular cadence of status report and governance meetings including a monthly steering committee meeting Jointly schedule planning sessions Create the integration tracker (dashboard) Conduct functional and technical project planning sessions Create the Project Plan Create the Project Charter Create baseline tenant management plan Identify initial risks and recommendations to reduce risk Participate and support the project kickoff meeting Conduct data and reporting readiness workshops Provide the sample data conversion and validation Strategy template; 	<ul style="list-style-type: none"> Identify and provide project team and project Subject Matter Experts (“SMEs”) Identify stakeholders, sponsors, and system administrators Participate in functional and technical planning sessions Establish and attend monthly Steering Committee meetings including CSLLC Engagement Manager (“CSLLC EM”) Provide input into the Project Plan Provide input into the Project Charter Participate and provide input into data, reporting, and integration readiness workshops Participate in integration planning session Prepare for and Lead project kick off meeting Provide plan and policy documents Provide integration requirements and existing sample files

Stage	CSLLC Services	Client Responsibilities
	<p>advise on development of the Data Conversion Strategy & Plan</p> <ul style="list-style-type: none"> • Provide data conversion and configuration workbooks • Assist with questions regarding mapping of data to Workday data model • Jointly schedule architect workshops • Conduct Foundation Data Model (“FDM”) Architect sessions • Jointly schedule Architect workshops • Jointly create the executive presentation for project kickoff meeting • Provide Test Strategy sample template; advise on development of the Test Strategy • Build Foundation Tenant • Work with Client to set up CSLLC’s secure transfer site for sharing confidential/private employee data • Load Client data for Foundation/Configuration tenant • Provide feedback regarding potential data issues and exceptions from the Foundation/Configuration build • Schedule and conduct Project Initiation Checkpoint Workday Delivery Assurance review • Provide stage sign-off document 	<ul style="list-style-type: none"> • Notify third-party vendors for integrations and obtain agreement to project timelines • Provide third-party vendors contact information • Develop data conversion Strategy and test Strategy plan • Participate and provide input to OC&T Strategy workshop • Complete data gathering and configuration workbooks and submit to CSLLC’s secure transfer site • Review and approve project governance, Strategy map, readiness workshop output and change Strategy (plan stage deliverables) • Participate in executive readout of plan stage deliverables • Jointly identify initial risks and recommendations to reduce risk • Initiate process of receiving requirements to third-party vendors • Receive integration requirements from third-party vendors • Confirm Client Support Contact • Develop training plan for project resources • Identify key resources to complete Workday training • Complete Workday training including workbook, integration, and functional training • Jointly create the executive presentation for project kickoff meeting • Provide plan and policy documents • Work with CSLLC to set up CSLLC’s secure transfer site for sharing confidential/private employee data

Stage	CSLLC Services	Client Responsibilities
		<ul style="list-style-type: none"> • Provide implementation tenant for exclusive use on this project • Jointly schedule architect workshops (SMEs planning for design) • Sign off on stage
Architect & Configure	<ul style="list-style-type: none"> • Manage the Project Plan • Participate in weekly one (1) hour project management meetings • Provide weekly status report • Co-lead monthly Steering Committee status meetings • Conduct weekly one (1) hour workstream meetings as needed • Develop initial change impact document based on Plan readiness sessions then transition change impact document to Client to own and maintain change impacts in architect and Workday Customer Confirmation Sessions (“CCS”) • Conduct iterative workset design and playback workshops • Develop the CSLLC assigned integration design approach documents; advise Client on development of design approach documents for Client assigned integrations • Provide the data-gathering workbooks for the configuration tenant • Deliver the initial functional design documentation for sign off • Assist with questions regarding mapping of data to Workday data model • Build configuration tenant Provide exception reports/issues log from tenant build • Deliver Cynergy tenant validation reports and support validation efforts of configuration tenant 	<ul style="list-style-type: none"> • Provide input to the project plan • Participate in weekly project and workstream meetings • Co-Lead steering committee meetings • Provide project SMEs for iterative workset design and playback workshops • Participate in iterative workset design and playback workshops • Assist in clarifying configuration requirements • Review and approve initial change impact document then own and maintain for duration of project • Conduct integrations Architect workshop (design sessions) for Client assigned integrations • Develop Client assigned integration design approach documents • Agree to integration design approach documents (after detailed design review sessions) • Review and sign off on functional design documents • Finalize Data Conversion Strategy and Plan • Update data-gathering workbooks for configuration tenant • Develop extract scripts and provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the configuration tenant

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> • Provide baseline end-to-end Test templated scenarios to Client for review and use determination • Conduct smoke test for configuration tenant • Begin functional knowledge transfer process during configuration tenant smoke testing • Jointly conduct CCS • Develop CSLLC assigned integrations • Conduct smoke testing of integrations developed by CSLLC • Create Integration operations instruction guides for CSLLC assigned integrations • Update functional design documents • Provide smoke test scenarios from architect workshops and advise on Client defined test scenarios • Provide input on test management processes and tools including defect management, status tracking/reporting and daily test status meetings • Review Client defined test scenarios for end-to-end and production dress rehearsal • Design, develop and smoke test CSLLC assigned reports • Deliver final CSLLC maintained design workbooks to Client at the end of the stage • Assist with questions regarding mapping of data to Workday data model • Build of end-to-end tenant • Provide exception reports/issues log from end-to-end tenant build • Deliver Cynergy tenant validation reports and support validation efforts of end-to-end tenant • Provide stage sign-off document 	<ul style="list-style-type: none"> • Provide Client personal data/personally identifiable information for configuration tenant and submit to CSLLC's secure transfer site • Validate configuration tenant build • Review and resolve issues from exception reports • Review existing reports and confirming which Workday report will meet these needs and identifying any necessary custom reports as part of the Architect & Configure stage • Finalize Test Strategy • Develop catch-up data transaction entry approach • Define and document test plan and test scenarios (end-to-end and regression) • Jointly conduct CCS • Develop Client assigned integrations • Conduct unit testing of configuration • Conduct smoke testing of integrations developed by Client • Create integration operations guides for all Client assigned integrations • Review integration smoke test results and final integration design to provide signoff of integrations ready for end-to-end testing • Participate in functional knowledge transfer during configuration tenant unit testing • Define and implement test management processes and tools including defect management, status tracking/reporting and daily test status meetings • Develop comprehensive cross-functional scenarios from smoke

Stage	CSLLC Services	Client Responsibilities
		<p>and/or end-to-end Test templated scenarios provided by CSLLC</p> <ul style="list-style-type: none"> Review and finalize test scenarios, test scenario assignments and detailed daily test plan Train and prepare testers for testing Develop material to be presented at the Test Kickoff meeting Design, develop and unit test Client assigned reports Sign off on functional design documents Develop extract scripts and provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the end-to-end tenant Provide Client personal data/personally identifiable information for end-to-end tenant and submit to CSLLC's secure transfer site Validate end-to-end tenant build Review and resolve issues from exception reports Sign off on stage
<p>Test</p>	<ul style="list-style-type: none"> Manage the project plan Conduct weekly project meetings and workstream meetings Co-lead Steering Committee meetings Participate in test kickoff session Conduct one (1) hour navigation review per workstream, at start of test cycle Create integrations schedule recurrence tracker Support integration defect resolution for CSLLC assigned integrations 	<ul style="list-style-type: none"> Participate and provide input into sustainment plan workshop Participate and provide input to User Experience Design workshop and own execution of User Experience session(s) Provide input to the project plan Participate in weekly project meetings and workstream meetings Co-lead Steering Committee meetings Lead test kickoff session Lead daily end-to-end and parallel test meetings

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> • Provide functioning CSLLC assigned interfaces per the test plan • Prepare and conduct production dress rehearsal - user experience sessions • Prepare and conduct production dress rehearsal – governance & engagement • Prepare and conduct production dress rehearsal – support operations • Coordinate the first Workday product release during the project along with knowledge transfer for the Client to manage subsequent updates • Participate in one (1) thirty (30) minute daily end-to-end or parallel test status meeting, limited to one (1) CSLLC functional workstream consultant and one (1) CSLLC integration consultant, if applicable for workstreams where there is an open issue • Conduct up to five (5) one (1) hour knowledge transfer meetings, per workstream • Resolve CSLLC assigned test incidents; advise Client in resolution of Client assigned test incidents • Assist with questions regarding mapping of data to Workday data model • Build of parallel tenant • Provide exception reports/issues log from parallel tenant build • Deliver Cynergy tenant validation reports and support validation efforts of parallel tenant • Support execution of two (2) payroll parallel cycles per Client defined parallel test management Strategy and success criteria • Provide sample deployment cutover plan, advise Client in developing detailed cutover plan 	<ul style="list-style-type: none"> • Execute all test scenarios (end-to-end, user acceptance and regression) and provide test management (e.g., testing coordination, compiling scenarios, reporting metrics, etc.) • Resolve Client assigned test incidents • Support integration defect resolution for Client assigned integrations • Provide functioning Client assigned interfaces per the test plan • Coordinate, plan and participate in production dress rehearsal - user experience sessions • Coordinate, plan and participate in production dress rehearsal – governance & engagement • Coordinate, plan and participate in production dress rehearsal – support operations • Client SMEs to participate in knowledge transfer meetings • Develop subset or supplemental scenarios for additional testing during Test stage • Plan and execute performance testing if required by Workday • Update system configuration as required • Update design documentation (as required by internal Audit team) • Participate in the first Workday product release during the project; coordinate activities related to subsequent updates • Complete test of extraction and load process for catch-up data transaction entry • Develop extract scripts and provide validated extract data from legacy system(s) into one (1) set of data into the CSLLC prescribed data conversion

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> • Provide knowledge transfer workbook for sign off • Provide stage sign-off document 	<p>templates for load to the Workday platform for the parallel tenant</p> <ul style="list-style-type: none"> • Provide Client personal data/personally identifiable information for parallel tenant and submit to CSLLC’s secure transfer site • Validate parallel tenant build • Review and resolve issues from exception reports • Complete catch-up data transaction entry for parallel • Execute two (2) payroll parallel cycles per Client defined parallel test management Strategy and success criteria • Manage and sign off on all test results (end-to-end, parallel, and regression) • Develop deployment cutover plan • Complete and sign off on the knowledge transfer workbook • Sign off on stage
Deploy	<ul style="list-style-type: none"> • Manage the project plan • Conduct weekly project meetings and workstream meetings; participate in Steering Committee meetings • Provide the Workday Go-Live Checklist and Move-to-Production Authorization • Schedule and conduct final Workday Delivery Assurance reviews • Update integration schedule and recurrences tracker • Assist with questions regarding mapping of data to Workday data model • Build of Gold/pre-production tenant • Provide exception reports/issues log from Gold/pre-production tenant build 	<ul style="list-style-type: none"> • Provide input to the project plan • Participate in weekly project meetings and workstream meetings; conduct Steering Committee meetings • Manage and execute to the deploy cutover plan • Develop extract scripts and provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the Gold/pre-production tenant • Provide Client personal data/personally identifiable information for Gold/pre-production tenant and submit to CSLLC’s secure transfer site

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> Deliver Cynergy tenant validation reports and support validation efforts of Gold/pre-production tenant Verify migration of CSLLC assigned integrations Schedule integrations according to the integrations schedule recurrence tracker Schedule the transition to production support meeting with Client (held after move-to-production) Jointly complete the Workday Go-Live announcement Provide stage sign-off document 	<ul style="list-style-type: none"> Validate Gold/pre-production tenant build Review and resolve issues from exception reports Verify migration of Client assigned integrations Jointly complete the Workday Go-Live announcement Approve and sign off on the Workday Go-Live Checklist and Move-to-Production Authorization Create and distribute the Workday Go-Live announcement Sign off on stage
Post-Production Support	<ul style="list-style-type: none"> Provide standby support after the move-to-production as defined by the number of weeks in the timeline outlined in Section 3.3 Conduct knowledge transfer sessions for CSLLC developed integrations if required Conduct payroll support Conduct support for first financial period close Provide stage sign-off document 	<ul style="list-style-type: none"> Implement post go-live governance support model including staffing and managing help desk Complete catch-up data transaction entry Make any updates to production, including final load of transactional conversion data Sign off on stage

OC&T Services

	CSLLC Services	Client Responsibilities
Strategy Phase	<ul style="list-style-type: none"> Advise on the identification of stakeholders and sponsors Capture initial change impacts from Strategy workshops Conduct change Strategy workshop and develop change Strategy output 	<ul style="list-style-type: none"> Provide counterpart to regularly collaborate with CSLLC OC&T resources Identify stakeholders and sponsors Attend and participate in change Strategy workshop Review and approve change Strategy output
Organizational Change Management	<ul style="list-style-type: none"> Develop OC&T timeline 	<ul style="list-style-type: none"> Review and approve the OC&T timeline

	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> Advise on the ongoing identification of stakeholders, sponsors, and change champions Provide stakeholder and readiness assessment templates Advise on branding best practices and how to establish effective project branding Update change impact analysis throughout Architect and Configure stage Develop preliminary end-user communications plan Support the development of communications, up to 50 hours of effort Develop preliminary change champion network plan Support change champion network activities, up to 50 hours of effort Develop preliminary user experience sessions plan Support user experience sessions activities, up to 20 hours of effort Advise on change sustainment best practices 	<ul style="list-style-type: none"> Conduct stakeholder and readiness assessments Establish and execute project branding Maintain change impact analysis following the Architect & Configure stage Maintain end-user communications plan following the Architect & Configure stage Develop and deliver all end-user communications Implement and lead the change champion network Lead user experience sessions Develop, manage, and implement change sustainment strategy & plan Measure and report on end-user adoption
End User Training	<ul style="list-style-type: none"> Develop training strategy as part of the overall change strategy Develop initial training needs assessment and curriculum plan Provide training prototypes Lead development of training materials and collateral, as defined in the training needs assessment and curriculum plan, up to 400 hours total for HCM and FIN Deliver training activities, as defined in the training needs assessment and curriculum plan, up to 100 hours total for HCM and FIN Support the configuration of in-system guidance (help text, guided tours, etc.) up to 20 hours total for HCM and FIN Recommend evaluation methods 	<ul style="list-style-type: none"> Provide end-user training counterpart to regularly interface with CSLLC's OC&T team Provide input on the end-user training strategy Review and approve the training needs assessment and curriculum plan Lead development of all training materials and collateral beyond CSLLC's effort allowance Lead and manage all training delivery beyond CSLLC's effort allowance Provide subject-matter experts to participate in all trainings as defined in the training curriculum plan Register training participants and track training completion Lead development and configuration of in-system guidance (help text, guided

	CSLLC Services	Client Responsibilities
		tours, etc.) beyond CSLLC’s effort allowance <ul style="list-style-type: none"> • Conduct training assessments • Conduct training remediation

3.0 Project Approach

3.1 Methodology

The implementation will be completed by following CSLLC’s Cynergy methodology which consists of the following stages: Plan, Architect & Configure, Test, and Deploy. The specific tasks and durations to complete these tasks will be detailed in the Project Plan, Project Charter and Project Schedule which are to be developed jointly by the CSLLC EM and the Client Project Manager.

3.1.1 Delivery Model

CSLLC will deliver this implementation using the onshore Global Delivery Center (“GDC”) delivery model. CSLLC is providing a project team comprised of Workday certified experts at both onshore and GDC locations that provide the knowledge required to ensure a successful implementation utilizing a combination of Client specific requirements and industry best practice.

3.2 Governance

Project Management

In the Plan stage of the project, the CSLLC EM will work with the Client Project Manager to develop a detailed Project Plan to be used to maintain project tasks and timelines. A Project Charter will be created to guide the team in maintaining Scope and project objectives. The Project Charter will also define the path of issue escalation.

Finalization of the Scope, as determined during the Plan and Architect & Configure stages, may require the project team to revise the estimates and resource requirements for the remaining stages of the project.

Change Control Process

Any additional or modified Scope of Services shall be documented in a separate written and fully executed Change Order using the template set forth in Appendix C. Such form shall include the written approval of an authorized representative of Client before CSLLC will begin any additional work or incur any charges or fees outside the Scope of this SOW. Client and CSLLC agree to the following Change Control Process when a Change Request is issued:

- **Step 1:** CSLLC will prepare a description of the necessary change including Scope, process, cost, impact to timeline, impact to resources along with a list of alternative solutions.
- **Step 2:** The Client Project Manager will review and approve or reject within his or her authority or escalate to the Executive Sponsor for review and approval or rejection.
- **Step 3:** Client will review and approve or deny additional information for all Change Requests within three (3) business days so as not to cause any unnecessary delay in the project timeline.
- **Step 4:** Any approved change request will be documented and become an addendum to this SOW.

Status Reporting

During the Plan Stage of the project, the CSLLC EM will coordinate with the Client Project Manager to establish a set of regularly scheduled meetings to present project status and risks. These will include, but are not limited to, a monthly Steering Committee meeting, a weekly Project Core Team Status meeting, weekly workstream meetings, a weekly Project Management meeting, and additional meetings, as needed. The CSLLC EM will report out at the Steering Committee and Team Status meetings on the status, activities, issues, and other relevant project information.

The monthly Steering Committee meeting will include a review of the project timeline and status, accomplishments to date, upcoming project activities and milestones, review of issues and risks requiring action from the Steering Committee members, potential changes to Scope and a review of the financials of the project. The Steering Committee will include a readout by the CSLLC EM on the state of the project; participation may be in person or remote.

A weekly Status Meeting will be held with the core team and the Client Project Manager to assess recent accomplishments, issues, risk factors and to ensure that the work planned for the next two (2) weeks is properly resourced. Risk factors and roadblocks will be assessed and either resolved or escalated. In addition to these meetings, meetings with functional teams will be scheduled to review and resolve any open issues.

All meeting agendas, status reports, steering committee presentations, issues log, project plan and the project charter will be stored on the Project Collaboration Site as referenced in Section 4.0 Assumptions & Dependencies.

Knowledge Transfer

Over the course of the project, CSLLC will conduct functional and technical knowledge transfer through iterative workset design and playback sessions, CCS, weekly workstream meetings and during the Test stage. Additional knowledge transfer will occur during the Post-Production stage as needed. To formalize knowledge transfer, CSLLC will complete and require sign off by the Client of the Knowledge Transfer workbook. CSLLC and Client will utilize the Knowledge Transfer

workbook to track progress and topics during each stage. If Client requires additional knowledge transfer, this may result in a Change Order. Process documentation (e.g., operational guides and process flow diagrams) is not in Scope for knowledge transfer, except for the Integrations Operations Guide for CSLLC owned integrations.

3.3 Projected Schedule

The time required to complete the project is based on the contents of this SOW. Unless otherwise mutually agreed upon, Services under this SOW are expected to commence ten (10) business days from the date of execution by the Client and CSLLC. The estimated duration and estimated start date of each Project Stage is listed below, pending execution of this SOW and availability of Client resources and training. The Client Payroll schedule may require an adjustment on the estimated start date for the Deploy and Post-Production stages. If the Client Payroll schedule requires an adjustment, the number of weeks defined in the timeline below will determine the new stage start and end dates for the Deploy and Post-Production stages.

Client resources will attend Workday fundamentals training for the functional areas in Scope prior to the start of the Architect & Configure stage, and Client resources which are assigned to design/build integrations (as indicated in the integrations Scope) will complete the required Workday training (report writing, calculated fields, and integration-related classes) prior to the start of the Architect & Configure stage. If training is not attended, this could result in a significant impact to the time and cost of the project.

The project will be completed in one (1) phase – as presented below. The timeline for the project is as follows:

Project Timeline								
	Strategy	Plan	Architect & Configure	Test	Parallel	Deploy	Post Production	Total Weeks
Weeks	4	7	20	12	6	5	6	58
Start	10/3/2022	10/17/2022	12/5/2022	4/24/2023	7/17/2023	8/28/2023	10/2/2023	
Finish	10/28/2022	12/2/2022	4/21/2023	7/14/2023	8/25/2023	9/29/2023	11/10/2023	

Note:

- This project runs for fifty-eight (58) weeks as the Strategy and Plan stages overlap by two (2) weeks.
- Integrations will be developed based on a timeline dependent on the batches defined in the integrations planning sessions and third-party vendor availability.
- Functional architect hours are assumed to be heavier in the Architect & Configure stage and will reduce to high level oversight following CCS.

4.0 Assumptions & Dependencies

The Services, Labor Estimates, and Project Pricing presented in this SOW are dependent on the following assumptions being true:

Client will:

- a. Timely complete each item listed as a Client Responsibility in Section 2.0.
- b. Have the necessary project and executive management support to review and make timely decisions as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously.
- c. Have the necessary resources available in each stage, according to how they are identified in the staffing and project plans. Resources will be empowered and capable of making decisions on behalf of the Client. Resources will include, but are not to be limited to, functional and technical leads, and applicable business process and SMEs. If resource and/or priority conflicts occur, they will be discussed and resolved with the project Steering Committee.
- d. CSLLC resource availability and overall staffing approach are determined by the jointly created project plan.
- e. Provide all required technology needs, connectivity, and network access to all relevant Client applications necessary for the deployment. The CSLLC consultants will have access to software including security rights and passwords where required in order to complete the deployment.
- f. CSLLC resources will provide their own laptops. If Client owned laptops or virtual machines are required to be used, this may result in a Change Order.
- g. Be responsible for workstation compliance to Workday's minimum requirements. Client has determined their technical needs will be met, and internal systems and policies, as well as third-party vendors, are compatible with Workday. Any technical issues which may arise during implementation are to be resolved by Client.
- h. Lead the coordination with any Client's third-party vendor involvement required to complete the Services. Client understands that some of their third-party vendors may charge fees for the completion of Services and such fees are the sole responsibility of Client. Client understands that third-party vendors could impact project timelines.
- i. Unless otherwise agreed by CSLLC's internal security organization, the Client shall use CSLLC's secure transfer site for the secure exchange of sensitive employee data with the CSLLC support personnel. Client will agree to limit use for data conversion or production support purposes only for the duration of the activities required. CSLLC will inactivate the secure transfer site within thirty (30) days after the support activities are completed. Client will not use CSLLC's site for the transmission of any integration files for third-party vendors. CSLLC is not responsible for back up, archiving, or maintenance of files stored on the secure transfer site. In the event CSLLC utilizes its internal "Daytona" tool for data conversion ("Daytona"), Daytona and all of its components must be installed on the CSLLC secure cloud server and utilized solely within CSLLC's secure transfer site. Further, Daytona IP addresses must be added to the tenant whitelist. Daytona uses its own implementer account that must be excluded from multi-factor authentication.
- j. Use CSLLC provided central repository solution for non-sensitive project document sharing and CSLLC's secure transfer site for the secure exchange of sensitive Client employee data with the CSLLC project team.
- k. Be responsible for any job catalog and/or compensation restructuring efforts, with initial draft of restructure completed by the start of project. If support is needed from the CSLLC project team and/or these milestones are not met, this may result in an increased timeline and level of effort.

- l. Perform all the Client responsibilities in the stages identified, and per the project plan including but not limited to sign off at the completion of each stage, provision of data files, provision of test scenarios, execution of test scenarios and integration testing.
- m. Be solely responsible for testing and any move-to-production activities, which shall include configuration, business processes, data, reports and integrations. Client will provide written acceptance of test results to CSLLC prior to any move-to-production.
- n. In the event CSLLC is required to assist Client with move-to-production activities, Client will provide written approval if CSLLC's assistance is required during Client's move-to-production activities. Upon completion of move-to-production activities, Client will verify production results and shall be solely responsible for production accuracy. Client shall provide written acceptance to CSLLC after such move-to-production activities have been completed.
- o. Adhere to the outlined meeting schedules defined in the Section 2.0 Services and Responsibilities table; any variation could result in an impact to cost and timeline.
- p. Coordinate participation from key stakeholders and project team to attend a single CSLLC led Architect Session and CCS per functional area. If additional workshops or sessions are needed, the Client Project Manager will work with the CSLLC EM to determine impact to project and timeline.
- q. Use CSLLC tools and templates. If the Client requires CSLLC to utilize Client specific/owned tools and templates, the Client Project Manager will work with the CSLLC EM to determine impact to project.
- r. Processing of payroll occurs out of a centralized office for all locations included in the payroll Scope.
- s. Gathering of payroll requirements and testing will be owned by a centralized office for all locations included in the payroll Scope.
- t. Knowledge Transfer will be delivered to a key resource and the Client is responsible for training their payroll organization.
- u. If 1099 tax elections and payroll processing are required, those will be handled by a third-party vendor or the Client's accounts payable department. Workday does not currently support 1099 tax elections or processing as part of the core Workday payroll module.
- v. Payroll commitments, payroll obligations, and position budgets are not included in the Scope of this SOW.
- w. Client is responsible for payroll compliance review with internal or external counsel.
- x. Delivered Workday Fair Labor Standards Act (FLSA) standard forty (40) hours per week functionality will be used.
- y. Active Withholding Orders to be entered manually by Client.
- z. Workday does not currently support tax filing as part of the core Workday payroll module and only provides basic tax balancing reports as part of the delivered payroll module.
- aa. Client will use the Federal and State Tax Reporting portals for tax reporting purposes utilizing Workday's standard tax reports.

Integration Assumptions

- a. Client integration functional owners are available for integration discovery and design sessions throughout the Plan and Architect and Configure stages.
- b. Client integration resources are Workday trained before they are assigned integration development access in implementation tenants.

- c. Client/third-party vendor design meetings for all CSLLC owned integrations will not exceed eighty-five (85) hours across all integrations. If more hours are needed, a Change Order may be required to adjust the effort.
- d. CSLLC Integration team assistance for integrations assigned to Client will not exceed fifty (50) hours.
- e. Requirements and specifications for all in Scope Integrations will be available by the end of the Plan Phase. If not, a Change Order will be required to adjust the timeline and effort.
- f. Client integration workstream meetings will be limited to a sum of two (2) hours per week for all integration resources.
- g. Inbound integrations are scoped using Workday standard fields. If Workday custom objects are needed to store data, the integration effort will need to be revised.
- h. Workday required performance testing is not in Scope.
- i. Requirements and specifications for all in Scope Integrations will be available at the start of Plan Phase.
- j. Integrations (both CSLLC and Client owned) may be separated into batches depending on priority, critical and project timeline impacts; timelines could be adjusted due to delays in requirements or Client accessibility. Batches will have varying timelines to accommodate prioritization and Architect workshop schedules to reduce rework. Wherever possible, integrations which directly impact payroll results should be given priority to ensure applicable integrations are ready prior to the start of parallel testing.
- k. Integrations dependent upon FDM may follow separate milestones and testing cycles.

Prism Assumptions

- a. Client will subscribe to Workday's Prism product prior to project kick-off. Prism subscription must include sufficient data storage and published rows allowance to support the Scope of this SOW.
- b. Client will identify and confirm the specific data sources to be used and the Client must have independently obtained the rights and/or permissions to use all selected data sources for the intended purpose. CSLLC does not provide any data.
- c. CSLLC and Client will jointly develop an approach to handle the orphaned records where there is not a match on Workday instance.
- d. All data extract files to be available via secure transfer and consumed into Prism via standard Prism secure transfer integration. REST API and Workday Studio integrations are Out-Of-Scope.
- e. Data extract files will have a consistent data schema over time.
- f. Client has a clear, concise, and well documented definition of any metrics needing to be derived within the Prism Analytics Workflow.
- g. Client will provide any required mappings to connect imported data to necessary Workday instances (e.g., Company, Business Unit, Portfolio, Custodian, Investment Manager, Equivalent Ratings).

Authentication Assumptions

- a. CSLLC will advise Client of the Workday options for a single sign-on solution and will perform the applicable authentication setup within the Workday tenant.
- b. Multi-Factor Authentication ("MFA") is managed by Client and if Workday MFA setup is required this will result in an increased level of effort.

- c. Client is responsible for all implementation work outside of the Workday tenant (e.g., Security Assertion Markup Language (“SAML”) setup, identity server). Client will provide the appropriate resource commitments and skill sets depending on the single sign-on option selected during design.

Data Conversion Assumptions

- a. Client’s project team will provide a single data file to CSLLC for each template regardless of the number of legacy systems.
- b. Client is responsible for data validation and mapping requirements for all data. Client will provide all translation values and mapping to CSLLC within the design configuration workbooks.
- c. Client is responsible for updating, testing, and maintaining delivered data extraction scripts/accelerators to accommodate Client’s specific configuration or design.
- d. The CSLLC consultant project team will then load the provided information directly into the Workday tenant using Workday’s web services. As data conversion is an iterative process, the Client will be responsible for all data cleanup identified during the process and is responsible for supporting multiple data extracts from the legacy systems.

Testing Assumptions

- a. Client will provide a Test Lead who is responsible for overseeing test scenario creation and consolidating scenarios to be used for End-to-End, user acceptance testing, Parallel and Regression testing, managing testers, and reporting out testing metrics.
- b. Client and CSLLC will implement a Change Control Process to review and approve proposed enhancements coming out of testing to identify the priority and potential impact to timeline, resources, and level of effort prior to changes being made.
- c. Client will finalize and sign off on end-to-end testing prior to entering parallel testing. Exceptions must be agreed upon by CSLLC if additional end-to-end testing is required prior to entering parallel testing.
- d. Testing will be completed within the time specified in the timeline.
- e. Client will coordinate participation from project testers to be co-located together on a remote basis, or at a mutually agreed upon shared site if CSLLC is able to travel in accordance with its internal policies and procedures. If additional support locations are needed for testing, the Client Project Manager will work with the CSLLC EM to determine impact to project and timeline.
- f. When a Workday Update occurs, the only additional changes which will be included in the project are those which are automatically required by Workday. Any additional functionality is Out-of-Scope.
- g. Two (2) parallel payroll testing cycles during the parallel stage are assumed to be in the Scope of this SOW.
- h. Client is responsible for providing any executive summaries for parallel reporting to the project leadership team.

Government Deployment Approach Assumptions

- a. CSLLC Team will utilize pre-configuration to conduct the architect sessions in the Architect and Configure stage. The approach for the architect sessions will be to review pre-configuration and then align areas which are in Scope but are not part of the pre-configuration.
- b. Business process configuration is limited to the processes defined in Appendix D.
- c. The Workday pre-configured content will be leveraged as the basis for design and configuration within the Scope of this project. CSLLC will not be performing a traditional fit-gap analysis on Client business requirements. If the pre-configured tenant is not appropriate for the Client, as determined by the Client, additional professional Services may be required. The Client is ultimately responsible for verifying that the pre-configured content is appropriate.
- d. Integrations to be designed to current state requirements and not reformatted during timeline unless Workday delivered templates are available for deployment. If current state is no longer supported, the effort will need to be assessed and the timeline may be impacted.

General Assumptions

- a. CSLLC will operate in a global delivery model from onshore and CSLLC's GDC locations.
- b. Unless the Parties agree otherwise, support hours for onshore are assumed to be within standard business hours, defined as follows, with response time based on forecasted hours:
 - i. 9:00 AM Eastern Time (ET) through 5:00 PM ET.
 - ii. Monday through Friday.
 - iii. Excluding CSLLC holidays. A list of CSLLC holidays will be made available to the Client upon request.
- c. All meetings where CSLLC's GDC consultants' involvement will be required will be scheduled between 9:00 AM ET and 1:00 PM ET.
- d. CSLLC's GDC consultants, when required, will be available during the Client's business hours for key events defined as follows:
 - a. Requirement workshops
 - b. End-to-end testing of critical issue triage

5.0 Term and Termination

- a. This SOW shall commence on the Start Date identified above and shall continue through November 10, 2023 (the "Term"), unless terminated sooner by providing CSLLC ninety (90) days' prior written notice.

6.0 Pricing

- a. CSLLC will invoice and Client shall compensate CSLLC on a Fixed Fee basis as set forth in the table below for Services rendered. This price is inclusive of any and all associated charges and fees which CSLLC may experience during the fulfillment of this SOW, with the exception of Section 7.0 Expenses. Pricing is based on the schedule defined in the SOW; any changes to the schedule will require a modification in price. Invoices will be paid subject to the terms and conditions of the Agreement. Total cost of the engagement is listed in the Milestones and Events table below.
- b. Payments will be made according to the following schedule.

Fixed Fee and Invoicing				
Milestone / Event	Invoice Date	Invoice Amount	CSLLC Investment	Total Invoice Amount
Strategy Stage: Strategy	11/1/2022	\$ 263,844	-\$4,947	\$ 258,897
Plan Stage: Delivery of Plan Artifacts	12/2/2022	\$ 263,844	-\$4,947	\$ 258,897
Architect & Configure Stage: Workset A Completion	1/6/2023	\$ 263,844	-\$4,947	\$ 258,897
Architect & Configure Stage: Workset B Completion	2/10/2023	\$ 263,844	-\$4,947	\$ 258,897
Architect & Configure Stage: Workset C Completion	3/17/2023	\$ 263,844	-\$4,947	\$ 258,897
Architect & Configure Stage: Delivery of end-to-end Tenant	4/21/2023	\$ 263,844	-\$4,947	\$ 258,897
Test Stage: Completion of Cycle One (1) Testing	5/26/2023	\$ 263,844	-\$4,947	\$ 258,897
Test Stage: Completion of End to End Test	7/14/2023	\$ 263,844	-\$4,947	\$ 258,897
Test Stage: Completion of Parallel Test	8/25/2023	\$ 263,844	-\$4,947	\$ 258,897
Deploy Stage: Completion of Move-to-Production (Go-Live)	9/29/2023	\$ 131,922	-\$2,474	\$ 129,448
Post-Production support: Completion of Project	11/10/2023	\$ 131,922	-\$2,473	\$ 129,449
Project Total for All Phases		\$ 2,638,440	-\$49,470	\$ 2,588,970
Estimated Expenses				\$0
Grand Total				\$ 2,588,970

Fixed Fee and Invoicing				
Milestone / Event	Invoice Date	Invoice Amount	CSLLC Investment	Total Invoice Amount
Project Commencement	10/3/2022	\$ 527,688	-\$9,894	\$ 517,794
Strategy Stage: Strategy	11/1/2022	\$ 395,766	-\$7,421	\$ 388,345
Plan Stage: Delivery of Plan Artifacts	12/2/2022	\$ 395,766	-\$7,421	\$ 388,345
Architect & Configure Stage: Workset A Completion	1/6/2023	\$ 131,922	-\$2,474	\$ 129,448
Architect & Configure Stage: Workset B Completion	2/10/2023	\$ 131,922	-\$2,474	\$ 129,448
Architect & Configure Stage: Workset C Completion	3/17/2023	\$ 131,922	-\$2,474	\$ 129,448
Architect & Configure Stage: Delivery of end-to-end Tenant	4/21/2023	\$ 263,844	-\$4,947	\$ 258,897
Test Stage: Completion of Cycle One (1) Testing	5/26/2023	\$ 131,922	-\$2,474	\$ 129,448
Test Stage: Completion of End to End Test	7/14/2023	\$ 131,922	-\$2,474	\$ 129,448
Test Stage: Completion of Parallel Test	8/25/2023	\$ 131,922	-\$2,474	\$ 129,448
Deploy Stage: Completion of Move-to-Production (Go-Live)	9/29/2023	\$ 131,922	-\$2,474	\$ 129,448
Post-Production support: Completion of Project	11/10/2023	\$ 131,922	-\$2,469	\$ 129,453
Project Total for All Phases		\$ 2,638,440	-\$49,470	\$ 2,588,970
Estimated Expenses				\$0
Grand Total				\$ 2,588,970

- c. Workday Delivery Assurance and Workday specific training services and fees will be covered under a separate agreement between Client and Workday.
- d. Invoices will be emailed to the following address(es): **Client – please provide correct email address(es).**

Any other mailed correspondence will be delivered as follows below:

Richland County, South Carolina
 2020 Hampton Road
 Columbia, SC 29201

- e. Any additional Services rendered in addition to the Scope as defined in this SOW will only be performed after the Parties agree to a Change Order utilizing the rate table to build the cost as identified below:

Project Role	Rate
Strategy Architect	\$295
Strategy Consultant	\$285
Change Architect	\$255
Functional Architect	\$215
Principal	\$190
Consultant	\$175
Associate	\$130
Integrations (Offshore)	\$60

f. Any and all fees associated with Client’s e-invoicing, portal, or payment solution will be the responsibility of Client, without dispute. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.

g. [CLIENT TO INSERT PO NUMBER (“PO#”) HERE, IF REQUIRED – Confirmation will allow for timely and accurate invoice submission. If a PO# will not need to be generated, please make a note in this section.]

Commented [HM2]: Client – please confirm this clause. If a PO number is not needed, please indicate that here.

Milestone/Event Definitions

~~Project Commencement – This Milestone is achieved on the signing of this SOW by Client.~~

Strategy Stage: Strategy – This Milestone is achieved after the following is complete:

- a. Strategy Map with defined vision, guiding principles, goals & objectives, value statements, and success metrics.
- b. Project Governance Model with defined roles & responsibilities including cadence, decision making authority and escalation process.
- c. Strategic Readiness facilitation documents and decision/action items documented in a Risks, Assumptions, Issues, and Dependencies (RAID) log.
- d. Data assessment including summary of key findings and recommendations from Strategic Readiness sessions.

Plan Stage: Delivery of Plan Artifacts – This Milestone is achieved after the following is complete:

- a. Project Charter
- b. Draft project schedule and plan
- c. Kickoff deck agenda and presentation draft
- d. Schedule for architect workshops

Architect & Configure Stage: Workset A Completion – This Milestone is achieved after the following is complete:

- a. Workset Data Loads completed
- b. Workset Playbacks completed

Architect & Configure Stage: Workset B Completion – This Milestone is achieved after the following is complete:

- a. Workset Data Loads completed
- b. Workset Playbacks completed

Architect & Configure Stage: Workset C Completion – This Milestone is achieved after the following is complete:

- a. Workset Data Loads completed
- b. Workset Playbacks completed

Architect & Configure Stage: Delivery of end-to-end Tenant – This Milestone is achieved after the following is complete:

- a. End-to-end tenant build for use in end-to-end testing

Test Stage: Completion of Cycle One (1) Testing – This Milestone is achieved after the following is complete:

- a. Execution of Cycle one (1) testing is complete and Cycle two (2) testing has begun

Test Stage: Completion of end-to-end Test – This Milestone is achieved after the following is complete:

- a. Execution of test scenarios or timeframe for end-to-end testing has lapsed
- b. Any issues reasonably identified as preventing progress to Parallel Testing have been addressed or mitigated. Start of any Services or Responsibilities in the Deploy Stage will be deemed as completion of this Milestone.

Test Stage: Completion of Parallel Test – This Milestone is achieved after the following is complete:

- a. Timeframe for Parallel testing has lapsed
- b. Any issues reasonably identified as preventing progress to Production have been addressed or mitigated. Start of any Services in the Deploy Stage will be deemed as completion of this Milestone.

Deploy Stage: Completion of Move-to-Production (Go-Live) – This Milestone is achieved after the following is complete:

- a. Production Workday system is available to any Client employees.

Post-Production support: Completion of Project – This Milestone is achieved after the following is complete:

- a. Timeframe for post-production support has lapsed following the move-to-production.

CSLLC will present the applicable Deliverables to the Client and the Client will have three (3) business days to provide a specific list of reasonable issues to be remedied. CSLLC will address issues and

resubmit the deficient Deliverables. After three (3) business days, should the Client not provide a list of issues, the Deliverables will be deemed complete. Use of the Deliverables by the Client will deem the Deliverables as completed.

7.0 Expenses

It is expected Services will be provided primarily on a remote basis. If travel is required, all reasonable travel expenses incurred by CSLLC related to the performance of the Services defined herein, shall be invoiced to Client. All such travel will comply with CSLLC’s Travel and Expense Policy, which shall be made available to the Client upon request. All fees or penalties incurred due to cancellations or changes of travel at Client’s request shall be invoiced to Client.

8.0 Signatures

IN WITNESS WHEREOF, the Parties have duly executed this SOW by their respective authorized representatives as of the SOW Effective Date.

Collaborative Solutions, LLC

Richland County, South Carolina

_____	_____
Authorized Signature	Authorized Signature
_____	_____
Name	Name
_____	_____
Job Title	Job Title
_____	_____
Date	Date

Appendix A – Detail Roles Description

Client Roles

Client personnel are experts on Client business/technologies and as such will have responsibility for providing project management, non-Workday functional, technical, and culture expertise to the project.

Client project team members and cross-functionality representation are currently identified as follows:
(Note that project teams’ roles could be specific to implementation needs.)

Team Member	Description of Role
Steering Committee, Senior Design Reviewers, Key Stakeholders, Executive Sponsor	The Steering Committee provides funding and support to the project. Responsibilities include: <ul style="list-style-type: none"> • Obtaining appropriate funding and approvals • Ensuring all appropriate resources are available for the project • Resolving issues which are impeding the progress of the project • Providing overall direction to the Client Project Manager • Sign off on key deliverables/project milestones • Assuring project delivery and quality control • Attending Steering Committee Meetings
Project Manager	The Client Project Manager is a dedicated resource focused specifically on the Workday implementation. While CSLLC understands there are many other activities linked to the implementation, this resource needs to be dedicated full-time to the project. Responsibilities include the following: <ul style="list-style-type: none"> • Establishing and managing the project details, deliverables, schedules, tasks, assignments, and execution • Coordinating business teams and support teams • Driving the implementation of the optimized processes • Managing the resolution of issues • Anticipating and resolving issues which could impact the Project Budget, Schedule, Scope or Quality
Functional Team (Global Process Owners, Process Leads, and SMEs/Business Analysts)	The Functional Team are those familiar with Client business processes and systems. These individuals provide information to the CSLLC Functional Consultant(s) to configure the Workday solution. Responsibilities include: <ul style="list-style-type: none"> • Communicate functional requirements which need to be configured in Workday • Describe current business processes and work with team to simplify and improve • Work with CSLLC Consultants to help map and load data into Workday • Actively participate in all testing activities • Pre-validate extracted data files prior to providing it to CSLLC; then validate data after it has been converted into Workday solution • Contribute to identifying and executing test scenarios for functional areas

Team Member	Description of Role
	<ul style="list-style-type: none"> • Perform end user training • Participate in knowledge transfer
Technical Team (Integration Lead, Integration Engineers/Developers, and Data Conversion Specialist)	<p>Technical resources perform the following:</p> <ul style="list-style-type: none"> • Support the conversion and loading of data contained in existing systems • Design and develop custom integrations as outlined within the Scope section above • Develop custom reports • Manage Client communications • Participate in knowledge transfer • Actively participate in testing activities <p><i>Note: Resource experience, data quality and the amount of transformation required could impact the actual resources needed to support the data conversion efforts.</i></p>
Internal Auditor	<p>The Internal Auditor works with the Project Team to ensure proper procedures are followed and proper documentation is created for the implementation of Workday. This person is responsible for providing compliance-related guidance and expertise to the Project Team.</p>
Test Lead	<p>The Client Test Lead develops and manages the overall Client Test Strategy and Plan. Responsibilities include:</p> <ul style="list-style-type: none"> • Establish an approach to testing • Define resource requirements for testing • Establish the test schedule • Conduct overall execution of the Client prescribed end-to-end (including Integrations), production dress rehearsal, and Parallel test process for Workday Payroll from start to end of the test period • Facilitate testing coordination and progress meetings • Successfully manage defect resolutions • Resolve test issues via coordination of Client and CSLLC teams as required to complete testing for successful completion of Workday test • Define the overall test strategy • Define test approach, roles, and responsibilities • Define test tools and scenarios by tester and success criteria for each test stage • Define and report test metrics to the project team and project executives
Organizational Change Lead	<p>The Organizational Change Lead is focused on planning and executing the change management and communications activities. He or she is the primary counterpart to the CSLLC Organizational Change Lead (if there is someone assigned) and is responsible for providing primary insight into the Client’s culture, operations, and competing projects or interests. The Organization Change Lead is the primary liaison between the project team and other internal resources needed to execute and deploy the various change management and communications activities. He or she is ultimately responsible for all change management and communications-related deliverables.</p>

Team Member	Description of Role
Training Lead	<p>The Training Lead is focused on planning and executing the end user training activities. He or she is the primary counterpart to the CSLLC Training Lead (if there is someone assigned) and is responsible for providing primary insight into the Client’s training resources and preferences, as well as competing projects or interests related to end user training. The Training Lead is the primary liaison between the project team and other internal resources needed to plan, execute, and deploy the various training activities for the deployment. He or she is ultimately responsible for all training-related deliverables. The Client may choose to assign the Organizational Change Lead and Training Lead roles and responsibilities to a single actual resource.</p>
Training Communications, and Change Management support Resources	<p>Depending on the specific strategies and plans the Client establishes as part of its OC&T program, additional resources will be needed at various times throughout the project lifecycle to support and execute the communications, change management, and training plans. These roles often include:</p> <ul style="list-style-type: none"> • Training Developers responsible for developing and revising the end user training collateral as defined in the Training Curriculum Plan • Communications Leads/Developers responsible for developing, revising, and deploying the end user communications collateral as defined in the Communications Plan • Trainers and Super Users responsible for gaining advanced familiarity with the new systems and user support tools, and in turn planning and delivering pre-Go-Live and ongoing training to end user audiences • Change Champions responsible for generating awareness and support around future changes within their designated areas of influence

Workday Roles

If Workday is contracted by the Client, Workday, under a separate contract, will provide Delivery Assurance services. Workday core responsibilities include:

Team Member	Description of Role
Delivery Assurance Group	<p>Comprised of Workday Implementation Specialists, the Delivery Assurance Group works with the Client towards the implementation of the Workday solution. The Delivery Assurance Group conducts a series of quality assurance reviews at major project milestones, when the group reviews project documentation, product configuration, and business processes. The Delivery Assurance Group is responsible for the development and enhancement of the Workday implementation methodology and works closely with Product Strategy and Development in helping steer product direction.</p> <p><i>Note: Delivery Assurance will be a separate agreement to be contracted directly with Workday.</i></p>

Appendix B – Integrations and Custom Reports

Integrations

The following integrations are in Scope. Please refer to the column labeled “Owner” to identify if the integration is Client assigned or CSLLC assigned.

ID#	Integration Name	Third-Party Vendor	Functional Area	Integration Data Type	Tool	Owner	Cloud Connector Name	Notes
INT001	Active Directory SAML SSO	Microsoft	Security	Basic SSO SAML Setup Outbound Custom	Setup	CSLLC		
INT002	Azure Active Directory - Bidirectional	Microsoft	HCM	Active Directory Outbound Cloud Connect		CC CSLLC		
INT003	AFLAC Supplemental Benefits - Outbound	AFLAC	Benefits	Demographics Or Enrollment Outbound Cloud Connect		CC CSLLC	Aflac: Supplemental Benefits	
INT004	South Carolina PEBA - Benefit Elections - Outbound	South Carolina PEBA	Benefits	Demographics Or Enrollment Outbound Custom	EIB/DTS	CSLLC		Support all PEBA benefit enrollments
INT005	TASC COBRA - Initial Rights - Outbound	TASC	Benefits	COBRA Initial Rights Outbound Custom	EIB/DTS	Client		
INT006	TASC COBRA - Events - Outbound	TASC	Benefits	COBRA Events Outbound Custom	EIB/DTS	Client		
INT007	South Carolina New Hire Report - Outbound	State of SC	HCM	Demographic Outbound Custom	EIB/DTS	Client		
INT008	TBD - ACA Print to Post - Outbound	TBD	Benefits	ACA Outbound Cloud Connect		CC CSLLC		Assumes vendor supports Workday
INT009	IRS - ACA Filing - Outbound	US IRS	Benefits	ACA Outbound Cloud Connect		CC CSLLC		
INT010	DocuSign - eSignature	DocuSign	Security	DocuSign Cloud Connect		CC CSLLC		
INT011	eVerify Verification - Outbound	US DHS	HCM	eVerify Outbound Cloud Connect		CC CSLLC	E-Verify - Employment Verification	
INT012	Indeed - Job Advertising - Outbound	Indeed	Recruiting	Job Advertising Scrape Outbound Custom	Setup	CSLLC		
INT013	Colonial Retirement Deductions - Outbound	Colonial	Payroll	Deductions Outbound Custom	EIB/DTS	Client		
INT014	South Carolina PEBA - Deductions - Outbound	South Carolina PEBA	Payroll	Deductions Outbound Custom	EIB/DTS	CSLLC		Support all PEBA payroll deductions and
INT015	Payroll Check Layout	n/a	Birt	Payroll Check Custom Check Layout_Low	BIRT	CSLLC		
INT016	AP Check Layout	n/a	Birt	Financials Custom Check Layout_Low	BIRT	CSLLC		
INT017	Treasury Check Layout	n/a	Birt	Financials Custom Check Layout_Low	BIRT	CSLLC		
INT018	Synovus - Positive Pay with Voids - Outbound	Synovus	Financials	Positive Pay with Voids Outbound Custom	Studio	CSLLC		
INT019	Synovus - ACH - Outbound	Synovus	Financials	ACH NACHA Payment Outbound Cloud Connect		CC CSLLC	WPN - ACH CCD (Enhanced Performance)	
INT020	Synovus - Bank Statement - Inbound	Synovus	Financials	Bank Statement Inbound Cloud Connect		CC CSLLC	Import BAI2 Bank Statement	
INT021	Wells Fargo - ACH - Outbound	Wells Fargo	Financials	ACH NACHA Payment Outbound Cloud Connect		CC CSLLC	WPN - ACH CCD (Enhanced Performance)	
INT022	Wells Fargo - Bank Statement - Inbound	Wells Fargo	Financials	Bank Statement Inbound Cloud Connect		CC CSLLC	Import BAI2 Bank Statement	
INT023	1099 Filing Outbound	IRS	Financials	Electronic Filing 1099 Outbound Cloud Connect		CC CSLLC		
INT024	Landfill Invoices - Inbound	TBD	Financials	Customer Invoices Inbound Custom	Studio	CSLLC		
INT025	Utility Billing Payments - Inbound	TBD	Financials	Accounting Journals Inbound Custom	Studio	CSLLC		

ID#	Integration Name	Third-Party Vendor	Functional Area	Integration Data Type	Tool	Owner	Cloud Connector Name	Notes
INT026	Bank of America - Visa P-Card - Outbound	Bank of America	Financials	Credit Cards Masked Outbound Cloud Connect	CC	CSLLC		
INT027	Bank of America - Visa P-Card - Inbound	Bank of America	Financials	Credit Cards Masked Inbound Cloud Connect	CC	CSLLC		
INT028	Customer Invoice - Layout	n/a	Birt	Customer Invoice Custom Layout_Low	BIRT	CSLLC		
INT029	Customer Statement - Layout	n/a	Birt	Compensation Statement Custom Layout_Low	BIRT	CSLLC		
INT030	eCivis - Grants - Outbound	eCivis	Financials	Grants Outbound Custom	EIB/DTS	Client		
INT031	eCivis - Grants - Inbound	eCivis	Financials	Grants Inbound Custom	Studio	CSLLC		
INT032	Background Check Outbound	S2	Recruiting	Employment Screening Outbound Custom	EIB/DTS	Client		
INT033	Background Check Inbound	S2	Recruiting	Employment Screening Inbound Custom	Studio	CSLLC		

Integration Type Key:

- EIB/DTS = Enterprise Interface Builder/Document Transformation Service
- BIRT = Business Intelligence Reporting Tools
- CC = Cloud Connect
- Studio = Workday Studio
- Other = Web Services or Integration system user setup

The interfaces/integrations required for this project include:

- **Cloud Connect (“CC”)** – CC provides Workday customers with the same level of support as they would receive in the core Workday application. Such Workday integrations are (i) part of the Workday hosted application Service and (ii) provided with ongoing support by Workday in accordance with Workday’s then-current Support and Service Availability Policy. While Workday integrations are designed and developed as part of the subscription license, CSLLC anticipates some amount of time dedicated to configuring and testing the integrations during the implementation.
- **Custom Integrations** – Custom integrations are developed by CSLLC or Client using Workday’s tools such as Report Writer, EIB, DTS, or Studio.

Reports

The following report configuration is in Scope. Any support identified for custom reporting support is inclusive of design discussions, requirements gathering and knowledge transfer.

HCM Reporting

Report Name / Configuration	Area	Description
Organization Footprint	HCM - Distribution Trends and Analysis	Modified version of the Global Footprint standard report to provide headcount by location or hierarchy and job family group

Report Name / Configuration	Area	Description
Growth Rate by Job Family Group	HCM - Distribution Trends and Analysis	Standard report to provide headcount growth by job family group by month configured for custom dashboard
Headcount and Average YOS by Age Range	HCM - Distribution Trends and Analysis	Standard report to provide headcount and average years of service by age band and configured for custom dashboard
Headcount by Management Level	HCM - Distribution Trends and Analysis	Standard report to provide headcount by management level and configured for custom dashboard
Headcount Growth Analysis	HCM - Distribution Trends and Analysis	Modified version of the Headcount Growth Analysis standard report to provide headcount by month
Workforce Tenure – Monthly Trend	HCM - Distribution Trends and Analysis	Modified version of the Workforce Tenure – Yearly Trend standard report to provide headcount by tenure groups and month
Employee Population Trend by Gender	HCM - Diversity	Modified version of the Employee Population Trend by Gender standard report to provide headcount by gender and month
Ethnicity / Management Level Analysis	HCM - Diversity	Standard report to provide headcount by management level and ethnicity and configured for custom dashboard
Male / Female Distribution	HCM - Diversity	Standard report to provide headcount by gender and configured for custom dashboard
Male / Female Workforce Job Family	HCM - Diversity	Modified version of the Male / Female Workforce Majority by Country standard report to provide headcount by gender and job family
Manager Composition by Ethnicity and Years of Experience	HCM - Diversity	Standard report to provide manager headcount, distribution, compa-ratio, and years in position by tenure ethnicity and configured for custom dashboard
People Manager Proportions	HCM - Diversity	Standard report to provide manager headcount by gender and configured for custom dashboard
Hires by Age Group	HCM - Headcount Movement	Standard report to provide hires count by age group and configured for custom dashboard
Promotion Rate	HCM - Headcount Movement	Standard report to provide promotion rate by quarter and configured for custom dashboard
Voluntary Terminations by Management Level	HCM - Headcount Movement	Standard report to provide voluntary termination counts by management level and configured for custom dashboard
Quarterly Turnover Rates	HCM - Headcount Movement	Standard report to provide voluntary, involuntary, and total turnover rates by quarter and configured for custom dashboard
Quarterly Turnover Rates by Organization	HCM - Headcount Movement	Standard report to provide voluntary, involuntary, and total turnover rates by supervisory organization and configured for custom dashboard

<u>Report Name / Configuration</u>	<u>Area</u>	<u>Description</u>
Employee Movement	HCM - Headcount Movement	Standard report to provide hires, transfers, and terminations and configured for custom dashboard
Worker Proportion Trends	HCM - Structured Dynamics	Modified version of the Worker Proportion Trends standard report to provide headcount of managers and employees by month
Manager Headcount by Management Level	HCM - Structured Dynamics	Modified version of the Manager Headcount by Management Level standard report to provide headcount by management level and month
Span of Control by Job Family Group	HCM - Structured Dynamics	Standard report to provide management ratios by job family and configured for custom dashboard
Span of Control by Range of Direct Reports	HCM - Structured Dynamics	Standard report to provide manager span of control and configured for custom dashboard
Span of Control by Month	HCM - Structured Dynamics	Modified version of the Span of Control by Year standard report to provide manager span of control by month
Span of Control – Manager Outliers	HCM - Structured Dynamics	Standard report to provide direct report counts and configured for custom dashboard
Workforce Analysis Dashboard	Custom Dashboard	Configuration of a single custom dashboard to accommodate the reports listed above
Age Band Definitions	Configuration	Configuration of age bands to provide grouping for worker reports Under and Including Age: twenty (20) Age Incremented by: ten (10) Over and Including Age: sixty (60)
Trended Worker	Configuration	Configuration of Trended Worker settings and data generation

Financial Reporting

<u>Report Name</u>	<u>Area</u>	<u>Description</u>
Data Audit - Funds	Financial Accounting	Listing of the funds in the tenant and the hierarchy structure for those funds.
Data Audit - Cost Centers	Financial Accounting	Listing of the cost centers in the tenant as well as the cost center manager assignments, hierarchy structure and related worktags established for those cost centers.
Data Audit - Programs	Financial Accounting	Listing of the programs in the tenant and the hierarchy structure for those programs.
Data Audit - Locations	Financial Accounting	Listing of all locations showing usage, type, hierarchy structure and address information.

<u>Report Name</u>	<u>Area</u>	<u>Description</u>
Data Audit - Grants	Financial Accounting	Listing of all grants in the tenant as well as the grant manager assignments, hierarchy structure and related worktags established for those grants.
Data Audit - Revenue Categories	Financial Accounting	Listing of all the revenue categories in the tenant as well the hierarchy structure.
Data Audit - Spend Categories	Financial Accounting	Listing of all the spend categories in the tenant as well as their usages and hierarchy structure.
Find Projects	Projects	A custom copy of the Find Projects report that has additional data about the projects.
Find Journal Lines with Worktag Details	Financial Accounting	A copy of the delivered Find Journal Lines report with the worktags broken out into their own columns for easier viewing and reporting.
View Plan Lines	Budget	Report showing all budget lines entered with details about the plan, entry type, status and all worktag detail.
Balance Sheet by Fund	Financial Accounting	Custom balance sheet report displaying ledger account balances by fund.
Income Statement by Fund	Financial Accounting	Custom income statement displaying revenue and spend amounts by fund for the report period, current YTD, and prior YTD.
Financial Budget vs Actuals by Fund	Budget/Financial Accounting	This report is designed to show the overall financial budgets by fund and is intended to be used by the central Budget staff for an overall picture to determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals by Cost Center	Budget/Financial Accounting	This report is designed to show the overall budget of a fund by cost centers and is intended to be used primarily by the central Budget staff to look at the top cost center hierarchy and get an overall picture to determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals for Cost Center	Budget/Financial Accounting	This report is designed to show the detailed budget vs actuals for one cost center or a cost center hierarchy. If the user is looking for the details for just one cost center, he/she can choose to repeat the columns by either Fund or Program and can then use the other parameters to limit the view further as appropriate. If the user would like to see the data for a cost center hierarchy, he/she can choose to repeat by Cost Center and can then use the other parameters to limit the view to particular

<u>Report Name</u>	<u>Area</u>	<u>Description</u>
		funds, programs or other worktags as appropriate.
Budget vs Actuals for Program	Budget/Financial Accounting	This report is designed to show the detailed budget vs actuals for one program or a program hierarchy. If the user is looking at the details for one program, he/she can choose to repeat the columns by either Fund or Cost Center and can then use the other parameters to limit the view further as appropriate. If the user would like to see the data for a program hierarchy, he/she can choose to repeat by Program and can then use the other parameters to limit the view to particular funds or cost centers as appropriate.
Budget vs Actuals by Project	Projects/Budget/Financial Accounting	This report is designed to show a life to date overview of the budget and actuals for all projects within a hierarchy and is used primarily by users who are managing multiple projects within a project hierarchy or by the central Budget/Finance team to get an overview of all projects. From here, users can determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals for Project	Projects/Budget/Financial Accounting	This report is designed to show the detailed life to date budget vs actuals for one project at a time.
Budget vs Actuals by Award	Grants/Budget/Financial Accounting	This report is designed to show a life to date overview of award budgets and is used primarily by the central Budget and Finance staff to look at the top grant hierarchy and get an overall picture of the award budgets. From here, users can determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals by Grant	Grants/Budget/Financial Accounting	This report is designed to show the detailed life to date budget vs actuals for one grant.
Find Assets	Assets	Custom copy of the delivered Find Assets report that adds in relevant fields and reorders columns to be more practical.

<u>Report Name</u>	<u>Area</u>	<u>Description</u>
Time Off Liability with Worktags	Financial Accounting	Custom version of the Time Off Liability report that includes worktag detail for cost center, fund, etc.
Payroll Accounting Details	Financial Accounting	A report that returns payroll GL entries by worker with worktag details.
Project Remaining Budget for Rollover	Budget	Report for budget team to use when evaluating project budgets at the end of a fiscal year and determining the amount of budget to be rolled to the next fiscal year.
Trial Balance with Worktags	Financial Accounting	Custom trial balance report used for exporting trial balance data to auditors or other programs.
Cash Balance by Fund	Financial Accounting	A report detailing Client's reportable cash balance by fund.
Payroll Deductions	Financial Accounting	A report detailing the payroll liability amounts withheld from each payroll.
Depreciation Expense by Function	Assets/Financial Accounting	Depreciation expense detailed by function for annual reporting purposes.
Statement of Net Position	Financial Accounting	Government-wide statement for annual financial report.
Statement of Activities	Financial Accounting	Government-wide statement for annual financial report.
Schedule of Expenditures of Federal Awards	Grants/Financial Accounting	Designed to report award expenditures for annual financials.
Up to three (3) formatted fund financial statements for annual report	Financial Accounting	Fund financial statements for annual financial report.

Reports - Prism

The following custom reports are in Scope. Custom reporting support is inclusive of design discussions, requirements gathering and knowledge transfer.

- Up to five (5) custom reports of medium complexity
- Up to five (5) custom reports of low complexity
- Up to two (2) Discovery Boards

Appendix C – Sample Change Order Form

Project Change Order

This Change Order form is used for requesting, documenting, and approving changes to the Workday deployment or other applicable service offering, including, but not limited to, changes to the project’s Scope, changes for a major configuration element, project timeline/schedule changes, integration specifications changes, addition of resources or any other deliverable change from the originally planned Workday deployment or applicable service offering.

Summary

Client:	XYZ Client
SOW/Project Name:	Project ID # / Project Name as it exists in Workday
Change Order #:	C01 (adjust as appropriate)
Project Manager (Client):	Project Manager Name, XYZ Client
Project Sponsor (Client):	Project Sponsor Name, Title
Engagement Manager (CSLLC):	Engagement Manager Name, Collaborative Solutions, LLC (“CSLLC”)
Acceptance Due Date:	The date by which the Client will need this approved to avoid negative timeline impact.
Change Type:	Type of change. For example: <i>integration change, request for additional functionality, change in SOW estimate based on design sessions, etc. (usually more applicable to Phase One (1) or Phase Two (2) projects.)</i> Select one (1): Term Extension (zero (0) budget add) Term Extension (additional hours added) Change in Scope (additional hours added) Change in Scope (no addition hours added) Other (detail in request description)
Impact Assessed by:	List those assessing the impact. Normally the CSLLC EM, Functional or Integrations Consultant, and possibly someone on the Client side.
Priority:	High, Medium, or Low based on need for the change.
Billing:	Select one (1): Bill under current project Bill separately under current project Bill separately under new project
Contract Line Type:	Describe the billing basis. For example: <i>Time & Materials, Fixed Fee Installment/Milestone, Prepaid, Subscription.</i> For “Bill under current

	project," the billing basis of this Change Order MUST match the applicable SOW's billing basis.
Is new PO# required?	Select one (1): New PO# (insert PO#) PO# to be created after receiving countersigned documents No new PO# needed

Request Description

<<Describe the change and why it is needed. It is important to describe why this wasn't estimated correctly in the SOW or where the change occurred. For example:
*Adding a new integration for Aetna, COBRA, Qualifying Event. Original integration listed on the SOW addressed only Aetna PPO/HMO, did not specify COBRA. Additional forty (40) hours added to cover COBRA QE.>>
 If this CO is for an extension, please include the number of hours and budget remaining on current project.*

Business Purpose / Reason for Change

<<Describe the purpose/reason for change and be sure to explain the impact to NOT doing the change. For example:
Client offers COBRA coverage for any employees eligible for a COBRA Qualifying Event; this was not included in the original SOW estimate. If Client does not approve this change Client will not be able to provide COBRA coverage.>>

Impact Assessment

Project Activities Affected:	Describe the additional work that needs to be done. For example: <i>Create one (1) additional integration or three (3) new performance templates need to be configured, etc.</i>			
Deliverables Affected:	Describe deliverables affected. For example: <i>One (1) additional interface file to be delivered to Aetna will be produced.</i>			
Project Schedule Impact:	Describe schedule impact, if any. For example: <i>Architect & Configure stage will be extended by one (1) week to complete all integrations.</i> Include the original end date and new end date, if extending the term of the SOW.			
Pricing Matrix	The following is the Pricing Matrix:			
	Role	Rate	Hours	Cost
	Executive			
	Strategy Manager			
	Senior Functional Architect (Consulting Director)			
	Engagement Director (Portfolio Director)			
	Engagement Manager			
	Functional Architect			
	Senior Principal Consultant			

	Principal Consultant			
	Consultant			
	Analyst			
	Total		<<total>>	

Payment Terms – If the Client is adding hours

- Time & Materials SOW: This Change Order will be billed monthly on a Time and Materials (“T&M”) Basis based on actual usage at the rates set forth in the SOW and as identified in the Pricing Matrix above.
- Prepay SOW: This Change Order will be invoiced upon execution by both Parties at the rates set forth in the SOW and as identified in the Pricing Matrix above.
- SDE SOW: This Change Order will be invoiced upon execution by both Parties with a fixed fee amount of \$_____

Assumptions

- Describe any new Assumptions different from the SOW. For Example:
- Client will provide the requirements for the new integration.
- If not different from the SOW, add “All Assumptions from the SOW dated XX December XXXX apply to this Change Order”, otherwise, if there are new Assumptions different from the SOW, list them here.

Authorization

Client Authorization Signature	Collaborative Solutions, LLC Authorization Signature
Name	Name
Job Title	Job Title
Date	Date

SAMPLE – Do Not Sign

Appendix D – Detailed Functionality

As the project progresses, there will be a review of the overall Scope after Architect sessions. If the intended Scope is outside of this SOW, a Change Order will be required which may affect overall cost (level of effort) and timeline.

Workday Foundational elements such as dashboards, reporting, analytics, Business Process Framework, and employee self-service are built into every Workday module.

During Client deployment, the following elements will be in Scope:

- **Modifiable Business Processes:** Assumption of one (1) standard business process (no rule based) for those identified below with no more than twenty (20) steps. Up to one (1) parallel stage per process where applicable. Unused steps within a process will not apply to alternate business processes. Includes up to two (2) consolidated templates for applicable processes. Includes up to two (2) Staffing Field Default condition rules total. Client will leverage Workday system capabilities and change business practices where possible to keep system maintenance for complex exception-based scenarios to a minimum. CSLLC will adjust/update and configure a specific number of business processes by Function outlined in the Scope Table below. All other business processes will be delivered with CSLLC Delivered Configuration and will be the responsibility of the Client to update during end-to-end testing if needed.
- **Guided Tours:** Guided Tours are assumed Out-of-Scope unless OC&T is in Scope and Guided Tours are explicitly identified in the Scope.
- **Tenant Branding:** Workday delivered tenant branding is in Scope. Any changes to images uploaded will be completed by the Client through Knowledge Transfer.
- **Dashboards:** Workday delivered dashboards for the functional Scope below will be configured with Workday delivered reports unless custom reports are included in Scope in Appendix B.
- **Translations:** Translations conversion is not in Scope.
- **Scheduled Reports & Alerts:** Scheduled Reports, Task Alerts, and Business Process Alerts are not in Scope. General report-based alerts are defined within the Scope in Appendix B.
- **Setup Values:** Values, including organizations, are assumed to be current values only (no historical loads) unless needed to support the data conversion Scope described in Appendix E.
- **Documents:** Documents are assumed to be attachment only. Generated Documents and/or Documents enabled for Adobe e-sign or DocuSign are assumed out-of-Scope unless defined within Scope below. Templates do not include logos or any specialized formatting unless identified as a Business Intelligence Reporting Tools (BIRT) layout in the Reporting Scope.
- **Request Framework:** Request Framework is assumed out-of-Scope unless identified below.

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
HCM: Core	Organization hierarchy structure per organization type (supervisory, company, cost center, custom, and location hierarchy) (not including Organization Studio)	Y	Two (2)
	Physical location(s) where workers perform job functions (not including Workspaces)	Y	
	Matrix Organization Tracking	N	
	Job Catalog with position-related attributes such as management hierarchy (not including skills and experience)	Y	
	Staffing Model used to manage headcount	Y	One (1)
	Worker Profile for detailed worker information tracking (not including Purging)	Y	
	Worker Document(s)	Y	Up to fifteen (15) (up to five (5) document security segments with associated segment-based security groups)
	Regulatory Reporting: Workday delivered Compliance Reports	Y	
	Employee Contract(s)	N	
	Probation Period Tracking	Y	Up to four (4) probation period defaulting rule(s)
	Notice Period Tracking	N	
	Contingent Worker Tracking	Y	
	Retiree Functionality	Y	
	Union(s)	N	
	Collective Bargaining agreement(s)	N	
	Additional (Multiple) Jobs	Y	
	Position Budgeting	N	
	Onboarding	Y	
	<ul style="list-style-type: none"> Onboarding Setup Template(s) 		Up to three (3)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	<ul style="list-style-type: none"> Additional Worker Documents 		Up to twenty (20)
	<ul style="list-style-type: none"> Bulletin Worklets 		Up to three (3)
	Form I-9 Tracking	Y	
	Basic HCM Asset Tracking	N	
	Reference Letter Template(s)	N	
	Safety Incident Tracking	N	
	Committees Tracking (not including meeting agendas, voting and external committee membership tracking)	N	
	Workday Assistant	N	
	Workday Today	Y	
	Custom Security Groups	Y	Up to three (3) (up to one (1) intersection security group)
	Custom Questionnaire(s)	N	
	Modifiable Business Processes	Y	<ol style="list-style-type: none"> Hire Employees Contract Contingent Worker Onboarding Onboarding Setup Change Job End Contingent Worker Contract Create Position Terminate Employee Request Compensation Change Up to three (3) additional configurable business processes
Compensation: Core	Compensation packages	Y	Up to one (1)
	Compensation grades tied to job profiles	Y	Up to twenty-five (25) Compensation Grades and Grade Profiles Combined
	Compensation grade steps	Y	Up to ten (10) (up to five (5) progression rule(s) total

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Compensation Plans (not including Calculated Plans, Reimbursable Allowance Plan functionality, Deferred Compensation or Compensation: Processing functionality unless otherwise called out in Scope)	Y	Up to one (1) Hourly Plan Up to five (5) One-Time Payment Plans Up to one (1) Salary Plan Up to five (5) Allowance Plan
	Severance Packages	N	
	Custom Total Rewards Template(s)	N	
	Wage Theft Prevention Template(s) [New York, California, Washington DC, Minnesota Only]	N	
	Compensation Survey Management Survey(s)	N	
	Custom Security Groups	Y	Up to one (1) (up to one (1) intersection security group)
Benefits	Benefit plans	Y	Up to forty-eight (48) (up to one (1) benefit rate type each)
	Benefit credit(s) and/or surcharge(s)	N	
	Benefit group(s)	Y	Up to four (4)
	Benefit Job(s)	Y	
	Dependents and beneficiaries tracking	Y	
	Benefit Enrollment Event(s) (including Passive Events)	Y	Up to sixteen (16) Benefit Events (Plus Conversion Events)
	Open Enrollment enablement for 2024 cycle, referencing existing or in Scope plans	Y	
	Enrollment Event Rule(s)	Y	Up to one (1)
	Evidence of Insurability (EOI) management (not including automation from third-party vendor)	Y	
	Workday delivered COBRA Eligibility Processing to third-party administrator	Y	
	Affordable Care Act (ACA) Measurement Period Tracking	Y	
	1094/1095-C Reporting	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Medicare Tracking	Y	
	Dependent verification functionality through use of custom IDs	N	
	Custom Security Groups	Y	Up to one (1) (up to one (1) intersection security group)
	Modifiable Business Processes	Y	<ol style="list-style-type: none"> 1. Change Benefits for Life Events Review Process 2. Dependent Event 3. Change Benefits 4. Passive Even 5. Up to one (1) additional configurable business processes
Talent & Performance Management	Worker Profile and Skills <i>(not including qualification equivalence rules)</i>	Y	
	Workday Skills Cloud	Y	
	Talent Marketplace	N	
	Competencies:	Y	Up to number (10)
	• Proficiency scales	Y	One (1)
	• Rating scale(s) for competencies	Y	One (1)
	Career Development Tracking	Y	
	Mentoring Relationships Tracking	N	
	Check-Ins	N	
	Talent review template(s)	Y	Up to two (2)
	Nine-Box (9-Box) Talent Calibration Program(s)	N	
	Succession Planning for Positions & Pools	Y	
	Potential, readiness, retention, and loss impact tracking	Y	
	Custom talent card layout(s)	N	
Feedback Enablement Template(s)	N		
Organization and personal goals management	Y	Up to one (1) rating scale & one (1) completion scale	
Performance Review Template(s)	Y	Up to three (3) (up to one (1) rating scale)	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Performance Review Calibration (Ratings Normalization) Program(s)	N	
	Development Plan Template(s)	N	
	Performance Improvement Plan Template(s)	Y	Up to one (1)
	Disciplinary Action Template(s)	Y	Up to one (1)
	Custom Security Groups	Y	Up to one (1) (up to one (1) intersection security group)
	Modifiable Business Processes	Y	<ol style="list-style-type: none"> 1. Manage Education 2. Start Performance Review 3. Complete Manager Evaluation for Performance Review 4. Give Feedback 5. Manage Goals 6. Mange Job History 7. Complete Self Evaluation for Performance Review 8. Import Professional Profile 9. Set Review Content for Performance Review 10. Mange Competencies 11. Manage Succession Plan 12. Start Disciplinary Action 13. Complete Manager Evaluation for Disciplinary Action 14. Start Performance Improvement Plan 15. Complete Manager Plan for Performance Improvement Plan 16. Up to two (2) additional configurable business processes
Recruiting	Job Requisitions	Y	
	Evergreen (Pipeline) Job Requisitions	Y	
	Confidential Job Requisitions	N	
	Internal career site(s)	Y	Up to one (1)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	External career site(s)	Y	Up to one (1)
	Job posting template(s)	Y	Up to three (3)
	Referral program(s) (leveraging in Scope one-time payment plan(s))	Y	Up to one (1)
	Application Questionnaires	Y	Up to two (2) Internal and up to two (2) External Questionnaires with up to twenty-five (25) Questions total
	Background check package(s)	Y	Up to five (5)
	Non-Integrated Assessment Test(s)	N	
	Candidate self-scheduling enablement (not including calendar set-up)	N	
	Outlook Office 365 or Google Calendar Scheduling Integration	N	
	Masked Candidate Screening	N	
	Offer letter template(s)	Y	Up to two (2) (up to four (4) conditional text blocks per letter)
	Employment agreement Template(s)	N	
	Recruiting Agencies	N	
	Additional Custom Notifications	Y	Up to five (5)
	Additional (Non-Application) Questionnaires	Y	Up to two (2)
	Candidate Document templates	Y	Up to two (2)
	Custom Security Groups	Y	Up to three (3) (up to one (1) intersection security group)
	Modifiable Business Processes	Y	<ol style="list-style-type: none"> 1. Job Application (up to one (1) Dynamic Workflow) – maximum of one (1) label override per stage 2. Job Requisition 3. Offer 4. Up to one (1) additional configurable business processes
Learning Management	Extended Enterprise Enablement	N	
	Standalone Lesson Enablement	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Course Enablement	Y	Up to four (4) total equivalency rules, up to two (2) total expiration rules, up to two (2) content highlight rules
	Course/Program Costing/Pricing	N	
	Media Interaction(s)	Y	Up to two (2)
	Course Offering Enablement	Y	
	Programs Enablement	Y	
	Campaigns Enablement	Y	Up to two (2) audiences with up to four (4) condition rules each
	Workday Content Cloud Configuration	N	
	Learning Security Segment(s) with associated segment-based security group(s)	Y	Up to five (5)
	Custom Security Groups	Y	Up to three (3) (up to one (1) intersection security group)
	Modifiable Business Processes	Y	<ol style="list-style-type: none"> 1. Enroll In Content 2. Drop Learning Enrollment 3. Manage Course 4. Up to one (1) additional configurable business processes
Absence Management	Absence Countries		Up to one (1)
	Accruals	Y	Up to twelve (12)
	Time Off's	Y	Up to thirty-six (36)
	Purchase or Sale of Time off (PTO, Annual Leave, Vacation?)	Y	
	Holiday Calendars	Y	Up to two (2)
	Leave Types with an entitlement	Y	Up to four (4)
	Leave of Absence Validations	Y	Up to four (4)
	Leave Types without an entitlement	Y	Up to eight (8)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Self-Administration of leave of absence	Y	
	Leave segment security groups	Y	Up to three (3)
	Modifiable business processes	Y	Request Time Off Correct Time Off Request Leave of Absence Request Return from Leave of Absence a. Up to four (4) total process steps b. Up to four (4) notifications Absence Calendar No steps or notifications
Time Tracking	Time Tracking Countries	Y	Up to one (1)
	Time entry codes	Y	Up to twenty (20)
	Time calculations	Y	Up to sixteen (16)
	Time entry validations	Y	Up to ten (10)
	Time tracking templates	Y	Up to four (4)
	Configurable alerts, including reports required to build necessary alerts	Y	Up to three (3)
	Time Tracking aligned Period schedules	Y	One (1)
	Work schedule calendars with eligibility rules	Y	Up to five (5)
	Work schedule calendars without eligibility rules	N	
	Custom Security Groups	Y	Up to two (2) Intersection security groups to support employee and manager self-service
	Modifiable business processes	Y	Enter Time a. Up to four (4) total process steps b. Up to four (4) notifications Reported Time Batch Event a. Up to one (1) total process step Up to two (2) notifications

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
Scheduling	Time zones	Y	Up to two (2)
	Multiple positions	Y	Availability will be entered by workers after Go Live as part of an Employee Self Service familiarization exercise. Worker Preferences and Overrides will be loaded for employees with multiple jobs/positions
	Organizations – re-organization of the Supervisory Organization structure and/or Custom Organization structure	N	
	Eligibility schedule tag types	Y	One (1)
	Labor Optimization	Y	
	Modifiable Business Processes	Y	<ul style="list-style-type: none"> • Change Worker Schedule Tags • Change Worker Scheduling Settings • Change Worker Schedule Preferences • Change Worker Availability • Open Shift • Take Back Shift • Cover Shift • Swap Shift • Accept Shift Swap • Publish Schedule • Change Published Schedule
Payroll	Pay Groups	Y	Two (2)
	Earning Codes	Y	Up to one hundred (100) Pay Components
	Deduction codes	Y	Up to one hundred (100) Pay Components
	Federal Identification Numbers (FEIN)	Y	One (1)
	States/Provinces	Y	One (1)
	Local tax authorities	Y	Will configure all necessary locals to comply with state requirements
	Pay frequencies	Y	One (1)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Payroll period schedules	Y	One (1)
	Configure payroll calculation rules	Y	
	Configure Workday on-cycle and on-demand paycheck template	Y	Up to One (1) each
	Configure payment elections	Y	Up to one (1) Payment Election Rule
	Garnishments	N	Withholding Orders Excluded (active orders to be manually entered by Client)
	Bank depository and source bank accounts	Y	Up to two (2)
	Configure pay slips	Y	Up to One (1)
	Establish payroll accounting to generate and review payroll accounting data	Y	One (1)
	Establish comparison rules and audit components	Y	
	Settlement rules	Y	
	Third-Party Payroll provider provides tax, garnishment, check, and deposit advices	N	Workday does not currently support tax filing as part of the core Workday payroll module and only provides basic tax balancing reports as part of the delivered payroll module.
	Configure retroactive payroll processing	Y	
	Configure Fair Labor Standards Act (FLSA) calculations – using delivered Workday functionality	Y	
	Modifiable Business Processes	Y	Up to Five (5) configurable business processes
	Custom Payroll Calculations (Value Compare, Instance Set, Conditional, etc.) as needed to support CSLLC best practice configuration	Y	Up to ten (15)
	Payroll Standard Dashboards: <ul style="list-style-type: none"> • Year End • Payroll Compliance • Command Center 	Y	
	Worker Costing Allocations	Y	Single Dimension

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
Core Financial Management, Accounting and Finance	One (1) Currency (USD)	Y	
	<ul style="list-style-type: none"> Companies (legal entities) Cost centers Custom organizations 	Y Y Y	Up to five (5) companies organized in up to three (3) company hierarchies Cost centers organized in up to two (2) independent hierarchy structures with up to four (4) hierarchy levels each Up to one (1) custom organization, if needed, with a hierarchy structure
	Locations	Y	Up to two hundred (200) Business Asset and Ship-To Locations and up to three hundred (300) Inventory Locations organized in a hierarchy structure with up to four (4) levels of hierarchy
	Custom Security Groups	Y	Up to two (2)
	Financial Accounting	FDM design and utilizing Workday worktags for analytics	Y
Account sets (parent-child relationship)	Y	One (1) parent-child account set configuration	
Ledger account summaries	Y	One (1) ledger account summary structure with up to five (5) levels	
Configure standard/delivered account posting rules <ul style="list-style-type: none"> Including spend and revenue categories and account posting rules for operational transactions 	Y	Up to One (1) Posting Rule Set	
Categories	Y	Revenue Categories with one (1) hierarchy structure containing up to four (4) levels Spend Categories with one (1) hierarchy structure containing up to four (4) levels	
Custom worktags	Y	Up to one (1)	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Custom reports to support financial reporting for Generally Accepted Accounting Principles (GAAP) and regulatory reporting requirements, Workday financial statements for external reporting, and internal management reports	Y	See table in Appendix B for a list of reports
	Allocations	Y	Up to ten (10)
	Fiscal schedule (Fiscal Year)	Y	
	Fiscal summary schedule(s)	Y	
	Custom validation(s)	Y	Up to one hundred (100) custom validations
Banking and Settlement	Financial Institutions	Y	Four (4) Financial Institutions
	Configure check printing modifications and electronic bank integrations (type of electronic payments, wire payments and positive pay, unique by company)	Y	Check printing configured for one (1) Financial Institution
	Cash Position	N	
	Bank reconciliation automation and integrations	Y	All operational bank accounts at two (2) financial institutions
	Supplier settlement via check or electronic payments	Y	Electronic payment automation and integrations configured for one (1) Financial Institution
Budgets	Structures (Financial, Award, Project)	Y	Parent-child structure set up for the financial plan
	Position Budget Structure	N	
	Ledgers for encumbrances	Y	
	Budget checking for operational, Grants, and project budgets	Y	
	Payroll Commitment Accounting	N	
Supplier Accounts	Suppliers including payment terms, attributes for payments and 1099 reporting	Y	
	Active header level purchasing contracts	Y	
	Supplier categories and groups	Y	
	Check or electronic payments for supplier settlement(s)	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Tax books, excluding actuals	N	
	Custom Security Groups	N	
Business Assets	Depreciation Profiles	Y	
	Asset Books	Y	
Procurement	Punchouts	N	
	Purchase order layout	Y	Workday Delivered Purchase Order Layout
	Receiving and matching	Y	
	Supplier Portal functionality	Y	
	Request for Quotation (RFQ) processes	Y	
Expenses	Worker expense preferences	Y	
	Expense policy security groups	Y	Up to five (5) Expense Policy Security Groups
	Expense items	Y	Configuration of up to one hundred (100) Expense Items
	Expense item groups	Y	
	Business purposes	Y	
	Expense Payment Election rules	Y	
	Custom Security Groups	N	
Customer Accounts	Customer attributes for billing and collection through aging reports and collection disputes	Y	
	Invoice layout(s)	Y	Up to one (1) Custom Customer Invoice Layout
	Statement layout(s)	Y	Up to One (1)
	Custom Security Groups	N	
Project and Work Management	Projects of medium complexity including:	Y	
	• Project phases	Y	
	• Project tasks	Y	
	• Project worker roles/talent pools	Y	
	• Project groups	Y	
	• Basic projects	Y	
	Delivered Workday Capital project functionality	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Delivered Workday billable project functionality	N	
	Project hierarchies	Y	One (1) primary and one (1) optional project hierarchy structure with up to four (4) levels in each.
	Project templates (project, project plan, or a combination thereof)	Y	
	Custom Security Groups	N	
Grants Management	Grants: hierarchies, security, business processes, and Award Cost Processing (ACP)	Y	Up to five hundred (500) Active Grants organized into one (1) hierarchy structure with up to four (4) levels.
	Awards	Y	
	Sponsors	Y	
	Award Proposals	N	
	Custom Security Groups	N	
Prism	Enable Prism in the tenant	Y	
	Ingestion of data files	Y	Up to ten (10)
	Source systems for data consumption	Y	One (1)
	Custom reporting for consuming Prism analytics information (See Appendix B)	Y	
	Ingestion of mapping tables (mapping tables and data mapping not provided by CSLLC)	Y	Up to five (5)
	Establish refresh schedule using standard Prism secure transfer site	Y	One (1) per ingested file
Mobile Solutions	Configure mobile-specific tenant settings	Y	
	Security to allow mobile access	Y	
	Access for iPhone, iPad, and Android	Y	
Employee Self-Service	Employee Self-Service for all Workday functionality specified above	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
Manager Self-Service	Manager Self-Service for all Workday functionality specified above	Y	

Adaptive Planning			
Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
General:	Ability to create annual plan	Y	
	Ability to reforecast monthly		
	One (1) Chart of Accounts structure across organization		
	One (1) Fiscal calendar across organization		
	One (1) Currency for planning		
Planning Models:	Revenue Planning: <ul style="list-style-type: none"> • Driver-based revenue model to support multiple revenue streams • Up to five (5) supporting schedules to build bottom-up revenue plan which will allow for direct data entry at revenue account and funding source • Total calculations not to exceed twenty (20) 	Y	
	Cost of Labor: <ul style="list-style-type: none"> • Up to five (5) Employee Types planned down to the individual employee/position • Salary and hourly assumptions, as well as merit increases • Merit increases to be evaluated against maximum pay scale for the grade • Allocations based on the funds and organization (company and/or department) • Fringe Benefits and Tax Rates • Calculate total cost burden by employee/position • Total calculations not to exceed twenty (20) 	Y	

Adaptive Planning			
	Expense Planning: <ul style="list-style-type: none"> Up to one (1) expense model to capture non-personnel related expenses Up to five (5) supporting schedules to build bottom-up expense plan Total calculations not to exceed twenty (20) 	Y	
	Capital Planning: <ul style="list-style-type: none"> Capital sheet will allow to plan for long term capital improvement projects by funding source. 	Y	
	Fixed Assets: <ul style="list-style-type: none"> Capital sheet will allow managers to plan for new assets and straight-line depreciation will be calculated based on in service date and useful life. Forecasted depreciation expense for existing assets will be imported from Workday. 		
	Allocations: <ul style="list-style-type: none"> Up to five (5) single step departmental allocations utilizing Workday Adaptive Planning's native allocation engine. 	Y	
Reporting:	Maximum of five (5) Adaptive HTML reports	Y	
	End-to-end process knowledge transfer sessions will be conducted during the deploy phase to train the trainer along with Client specific process documentation		
	Provide template for testing scenarios and training material		
Knowledge Transfer / Training	Adaptive Insight's implementation methodology involves knowledge transfer and testing during and after every model	Y	
	End-to-end process knowledge transfer sessions will be conducted		

Adaptive Planning			
	during the deploy phase to train the trainer along with Client specific process documentation		
	Provide template for testing scenarios and training material		
Out-of-Scope:	Balance Sheet and Cash Flow Forecasting	N	
	Third-party vendor integrations	N	

Peakon Employee Voice:

- Standard deployment of Peakon solution to launch Employee Voice survey(s) utilizing structured question libraries, intelligent benchmarking, advanced natural language processing
- Provide guidance to Client for connecting single sign-on platform to Peakon via SAML 2.0
- Integration with Workday (one-way connection from Workday to Peakon)
- CSLLC will provide Insight Review within two (2) to four (4) weeks of the initial survey launch, Client shall provide to Workday an overview of engagement within Client’s organization using insights identified within the Service, including strengths, priorities, and topics. Based on Client’s overview, Workday shall provide a post-collection in-depth analysis to identify key themes of importance and action and deep dive into insights, strengths, and priorities
- CSLLC will provide guidance on next steps, and best practices for the implementation of changes to address Client insights
- Table of Contents
 - Survey Questions: Provide a delivered library of reliable, valid, and benchmarked questions Client may select from to measure engagement, diversity & inclusion, and health & well-being
 - Security: Provide five (5) default security groups for use within Workday Peakon Employee Voice
 - Data Attributes: Provide default data attributes for tracking employee records, which are automatically mapped to the delivered Workday integration
 - Dashboards: Provide delivered leader and personal dashboards to review survey results
 - Surveys: Configure up to two (2) survey schedules
 - Branding: Include the company name and logo as part of the overall default survey brand
 - Onboarding - Provide training into Peakon’s methodology, employee engagement, and how to analyze results with a focus on action planning support for the leaders and business units they support
 - Admin Onboarding - Provide training on technical skills to fully manage the functionality of the platform with a concentration on survey set-up, platform management, and employee record maintenance
- Train the Trainer: Out-of-Scope

Appendix E – Data Conversion

In Scope person population(s) which are active at time of the Go-Live conversion extract will be included in the conversion process. Clients’ workers who were terminated in the current year based on the final extract date will be included in the data conversion to Workday to support rehires and reporting.

Finance-related History Conversion Assumptions:

- Suppliers active in the two (2) years prior to Go-Live
- Clients active in the two (2) years prior to Go-Live

Function	Scope
Human Capital Management	
Active Employees	<ul style="list-style-type: none"> • Up to two thousand three hundred (2,300) Active Full-Service Equivalent (FSE) Employees or Contingent Workers Including Current Associated Personal Data and Current Job Record • Current data records and job details for all active employees using their current data record • Compensation – Current Compensation information only • Job and Compensation History - Unlimited "History from Previous System" • Attachment of Third-Party Documents out-of-Scope • No Transactional History
Terminated Employees	<ul style="list-style-type: none"> • Terminated workers who received payment in the current year (Using Worker Object) • Terminated workers will be converted to a Workday organization specified for terminated workers rather than the historical organization structure. • Only a terminated worker’s data at time of termination (i.e., last data record) • Up to five hundred (500) retirees within one (1) benefit group • No History loaded
Benefits	<ul style="list-style-type: none"> • Current Benefit Elections • Medical History for Current Year for ACA Reporting • ACA Worker Hours and Wages • Dependents & Beneficiaries • Benefit Annual Rates • Worker Wellness and Tobacco Usage
Absence Management	<ul style="list-style-type: none"> • Time off Balance Conversion Included • Active Leaves for the previous twelve (12) Months (Balance as of go-live date, not daily balance conversion) • Time Off Event Conversions Excluded
Time Tracking	<ul style="list-style-type: none"> • Excluded from the Scope for go-live
Scheduling	<ul style="list-style-type: none"> • Worker Availability will not be loaded prior to Go Live. • Worker Preferences will not be loaded prior to Go Live. • Worker Overrides will not be loaded prior to Go Live.

Function	Scope
	<ul style="list-style-type: none"> • Labor Demand will not be loaded prior to Go Live. • Sales Forecast and Labor Cost will not be loaded prior to Go Live.
Recruiting	<ul style="list-style-type: none"> • Up to one hundred (100) Open Job Requisitions and Corresponding Open Positions • Prospect Conversion Excluded • Open Positions Not Associated with Job Requisitions Excluded • Active Candidate Data Conversion Excluded
Performance & Development	<ul style="list-style-type: none"> • No Transactional History • No Prior Performance Reviews • One (1) year of Overall Rating History for Performance Review if Advanced Compensation is in Scope. Note that this includes simplified templates with only the rating value (not entire performance review) • No Goal History
Succession Planning	<ul style="list-style-type: none"> • Excluded from Scope
Payroll	<ul style="list-style-type: none"> • Year-To-Date (YTD) wages and payroll tax data, including taxable wages and subject wages for federal, state, and local taxes reconciled to tax returns to be loaded by quarter, up to three (3) total history conversion loads (Quarter 1, Quarter 2, and Quarter 3) • Withholding Orders Excluded (active orders to be manually entered by Client) • Current tax elections • Worker Payment Elections • Ongoing payroll input (to be loaded by Client via EIB)
Learning	<ul style="list-style-type: none"> • Up to forty (40) Instructor Assignments • Up to twenty (20) standalone lessons • Courses: Up to forty (40) active Digital and/or Blended courses with up to five (5) lessons each • Course Offerings: Up to twenty (20) with up to five (5) components each (referencing existing or in Scope blended courses) • Programs: Up to five (5) programs with up to five (5) components each (referencing existing or in Scope lessons or courses) • Campaigns: Up to ten (10) campaigns with up to five (5) components each (referencing existing or in Scope lessons, courses, or programs) and up to two (2) reminders each • Historical Records: Excluded • Historical Courses: Excluded • External Instructors & Learners: Excluded
Financial Management	
Financial Accounting	<ul style="list-style-type: none"> • Single Summarized Journal for Each Company Per Period with a Maximum of One (1) Year Plus Current YTD - Prior Year Ending Balance • Company Base Currency Only • Transactional/Detailed Journals are out-of-Scope and will not be included
Banking & Settlements	<ul style="list-style-type: none"> • Beginning Balance

Function	Scope
	<ul style="list-style-type: none"> Unreconciled Open items
Budgets	<ul style="list-style-type: none"> Current Year Budget Data
Customer Accounts	<ul style="list-style-type: none"> Customers with Activity Within two (2) years Prior to Go-Live Open Account Receivables Items
Customer Contracts	<ul style="list-style-type: none"> The Remaining Balance of four hundred (400) Active Customer Contracts and Open Fixed Fee Customer Contract Line Types
Supplier Accounts	<ul style="list-style-type: none"> Up to four thousand (4,000) suppliers active in the past two (2) years Supplier invoice history in current calendar year for 1099 reporting Open supplier invoices are out-of-Scope
Procurement	<ul style="list-style-type: none"> Open Approved Purchase Orders at time of go-live Open Supplier contracts at time of go-live Receipts for Open Approved Purchases Orders at time of go-live Open Requisition conversion is out-of-Scope Open Request for Quotes (RFQs) are out-of-Scope
Business Assets	<ul style="list-style-type: none"> Up to two thousand (2,000) Active Capitalized Assets, Reconciled to Balance Sheet [Non-Work in Progress (WIP) related assets only] Up to two thousand (2,000) Tracked Expensed Assets (No Cost)
Expenses	<ul style="list-style-type: none"> Worker Payment Elections for Expense Payments
Projects	<ul style="list-style-type: none"> Up to five hundred (500) projects active at the time of or one year prior to go-live with attributes.
Adaptive Planning (Workday Data Management)	<ul style="list-style-type: none"> Import GL trial balance from Workday (up to one (1) year historical) Import metadata from Workday (up to ten (10) dimensions) Import personnel roster from Workday for existing and open positions Configure User-Sync with Workday

Richland County Council Request for Action

Subject:

Developing a multi-county park with Fairfield County; authorizing the execution and delivery of an agreement governing the multi-county park; authorizing the inclusion of certain property located in Richland County in the multi-county park; authorizing the execution of an intergovernmental agreement; and other related matters

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

DEVELOPING A MULTI-COUNTY PARK WITH FAIRFIELD COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY PARK; AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY IN THE MULTI-COUNTY PARK; AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT; AND OTHER RELATED MATTERS.

WHEREAS, an economic development project previously known as Project Bulldog (“Project”) desires to redevelop the Richland Fashion Mall site and surrounding areas (collectively, “Site”) located in the City of Forest Acres (“City”) in Richland County, South Carolina (“Richland County”); and

WHEREAS, it is expected that the Project will increase the tax base of Richland County, encourage additional investment in taxable real and personal property and job creation in the City and Richland County, and remove and transform vacant commercial property;

WHEREAS, in consideration of these anticipated benefits, SE Forest Acres, LLC, the company which will undertake the Project (“Company”), has negotiated for certain infrastructure credits (“Credits”) with Richland County to pay costs of, among other things, designing, acquiring, constructing, improving or expanding the infrastructure serving the Project and for improved and unimproved real estate and personal property (collectively, “Infrastructure”) at the Site; and

WHEREAS, Richland County desires to locate the real and personal property comprising the Site (collectively, “Property”) in a multicounty industrial or business park (“Park”) in order to provide the Credits to the Company for the Infrastructure pursuant to § 4-1-175 of the Code of Laws of South Carolina, 1976, as amended;

WHEREAS, Richland County and Fairfield County, South Carolina (“Fairfield County” and together with Richland County, the “Counties”) are authorized pursuant to Article VIII, Section 13 of the Constitution and in accordance with §4-1-170, Code of Laws of South Carolina, 1976, as amended, to jointly develop an industrial or business park within the geographical boundaries of one or both of the member Counties; and

WHEREAS, the Counties desire to jointly develop the Park by executing and delivering the “Master Agreement Governing the Richland Mall Business Park,” the substantially final form of which is attached as Exhibit A (“Master Agreement”) and, with the consent of the City, locate the Property in the Park; and

WHEREAS, the provisions of the Master Agreement will govern the operation of the Park, including the sharing of expenses and revenues of the Park, and the manner in which the revenue is to be distributed to each of the taxing entities within each of the Counties; and

WHEREAS, in connection with the Project and the development of the Park, Richland County and the City desire to enter into an Intergovernmental Agreement, the substantially final form of which is attached as Exhibit B (“Intergovernmental Agreement”).

NOW, THEREFORE, BE IT ORDAINED BY THE RICHLAND COUNTY COUNCIL:

Section 1. *Development of Park; Execution of Master Agreement.* Richland County is authorized to jointly develop the Park with Fairfield County. The Richland County Council Chair (“Chair”) is authorized to execute the Master Agreement, the Clerk to the Richland County Council (“Clerk”) is authorized to attest the same, and the Richland County Administrator (“Administrator”) is authorized to deliver the Master Agreement to Fairfield County. The form and terms of the Master Agreement are approved, with any revisions that are not materially adverse to Richland County and are approved by the Administrator after consultation with legal counsel to Richland County.

Section 2. *Inclusion of Property.* The Park’s boundaries shall include the Property. The Chair and the Administrator are hereby authorized to take such further actions as may be necessary to include the Property in the Park’s boundaries. Pursuant to the terms of the Master Agreement, the location of the Property in the Park is complete upon (i) the enactment of this Ordinance by the Richland County Council and a companion ordinance by the Fairfield County Council and (ii) the delivery by Richland County of a description of the Property to Fairfield County.

Section 3. *Intergovernmental Agreement.* Richland County is authorized to enter into the Intergovernmental Agreement with the City. The Chair is authorized to execute the Intergovernmental Agreement, the Clerk is authorized to attest the same, and the Administrator is authorized to deliver the Intergovernmental Agreement to the City. The form and terms of the Intergovernmental Agreement are approved, with any revisions that are not materially adverse to Richland County and are approved by the Administrator after consultation with legal counsel to Richland County.

Section 4. *Further Assurances.* The Chair and the Administrator (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect this Ordinance.

Section 5. *Severability.* If any part of this Ordinance is unenforceable, the remainder is unaffected.

Section 6. *General Repealer.* Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effective Date.* This Ordinance is effective after third and final reading.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman of County Council
Richland County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Richland County, South Carolina

READINGS:

First Reading: October 6, 2022
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF MASTER AGREEMENT

MASTER AGREEMENT
GOVERNING THE
RICHLAND MALL BUSINESS PARK

BETWEEN

RICHLAND COUNTY, SOUTH CAROLINA

AND

FAIRFIELD COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF

[], 2022

PREPARED BY:

PARKER POE ADAMS & BERNSTEIN LLP
1221 MAIN STREET, SUITE 1100
COLUMBIA, SOUTH CAROLINA 29201
803.255.8000

**INSTRUCTIONS
FOR
COUNTY AUDITOR AND COUNTY TREASURER**

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (THE "PARK") IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A NON-NEGOTIATED FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN, BUT FOR THE EXISTENCE OF THE PARK. HOWEVER, THE FEE-IN-LIEU PAYMENTS FOR PARK PROPERTY MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ARRANGEMENT ("FILOT") OR SPECIAL SOURCE REVENUE CREDIT ("SSRC"). WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THIS PARK, PLEASE REFERENCE ALL RECORDS FOR PARK PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FILOT AND SSRC RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED, OR TO DETERMINE ANY APPLICABLE SSRC.

ONCE A FEE BILL FOR PARK PROPERTY HAS BEEN PAID TO A COUNTY, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE PAYMENT IS TO BE DISTRIBUTED BETWEEN THE COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES WITHIN THAT COUNTY, AND MAY CHANGE THE DISTRIBUTION STATED HEREIN WITHIN THAT COUNTY, BUT DISTRIBUTION BETWEEN THE COUNTIES AS STATED HEREIN CAN ONLY BE CHANGED BY AMENDMENT OF THIS AGREEMENT.

THIS MASTER AGREEMENT (“Agreement”), effective as of []. 2022 (“Effective Date”), between Richland County, South Carolina (“Richland County”), a political subdivision of the State of South Carolina (“State”), and Fairfield County, South Carolina (“Fairfield County” and together with Richland County, the “Counties” or, each, a “County”), a political subdivision of the State is entered into pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “MCIP Law”).

RECITALS:

WHEREAS, the Counties are permitted by the MCIP Law to create one or more multi-county industrial or business parks;

WHEREAS, as provided under MCIP Law, to promote the economic welfare of their citizens by encouraging new and expanding industrial or commercial development to locate in the Counties, thereby expanding the Counties’ tax base and creating opportunities for investment in taxable real and personal property and job creation, the Counties desire to jointly develop the “Richland Mall Business Park” (“Park”);

WHEREAS, by Richland Ordinance No. [] and Fairfield Ordinance No. [], the Counties authorized the creation of the Park, the location of certain property in the Park, and the execution of this Agreement to govern the operation of the Park, including the sharing of expenses and revenues of the Park and the manner in which the revenue is to be distributed to each of the taxing entities within each County; and

WHEREAS, because property located in the Park is geographically situated in the City of Forest Acres, South Carolina (“City”), the Counties have obtained the consent of the City prior to the creation of the Park, as evidenced by the City’s acknowledgment to this Agreement.

NOW, THEREFORE, on the basis of the mutual covenants in this Agreement, the sufficiency of which consideration the Counties acknowledge, the Counties agree:

ARTICLE I PARK BOUNDARIES

Section 1.01. Park Boundaries.

(a) The Park consists of the real property described on Exhibit A and all improvements or personal property located thereon (collectively, “Property”).

(b) To enlarge the boundaries of the Park, the County in which the real or personal property to be included in the Park is located (“Host County”) shall adopt a resolution or ordinance authorizing the inclusion of such additional property in the Park. Upon such action, this Agreement will be automatically amended to reflect the enlargement of the Park’s boundaries without further action by the governing bodies of either County on delivery of written notice to the non-Host County (“Companion County”) of the inclusion of the additional real or personal property in the Park. The written notice shall include a copy of the resolution or ordinance approving the inclusion of the property in the Park and a description or identification of the property included in the Park.

(c) The Counties may diminish the boundaries of the Park from time to time to remove real or personal property from the Park. To diminish the boundaries of the Park, the Host County and the Companion County shall each adopt a resolution or ordinance authorizing the removal of property from the Park. Upon such action, this Agreement will be automatically amended to reflect the diminishment of the Park’s boundaries once each County has adopted its approving resolution or ordinance. Each County

shall deliver a copy of its resolution or ordinance approving the diminishment of the boundaries of the Park to the other County.

(d) In the event of any addition or diminishment under Section 1.01(b) or (c), respectively, Exhibit A shall be updated and supplemented to reflect such change.

ARTICLE II TAX STATUS OF PROPERTIES LOCATED IN THE PARK

Section 2.01. *Constitutional Exemption from Taxation.* Under the MCIP Law, so long as the Property is located in the Park, the Property is exempt from all *ad valorem* taxation. The Property shall be deemed as located in the Park so long as this Agreement is effective.

Section 2.02. *Park Fee-in-Lieu of Taxes.* Except as provided in Section 2.03, the owners or lessees of Property shall pay an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of Property in the Park.

Section 2.03. *Negotiated Fee-in-Lieu of Taxes.* The amount of the annual payments due from the owner or lessee under Section 2.02 may be altered by virtue of any negotiated incentive with either County, including a negotiated fee-in-lieu of *ad valorem* taxes incentive or infrastructure credit as provided in Sections 12-44-10, et seq., 4-1-175, 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor or similar provisions thereto as may be provided under State law (collectively the revenues described in Sections 2.02 and 2.03 are referred to herein as the, “FILOT Revenue”).

ARTICLE III SHARING OF FILOT REVENUE AND EXPENSES OF THE PARK

Section 3.01. *Expense Sharing.* The Counties shall share all expenses related to the Park. If the Property is located in Richland County, then Richland County shall bear 100% of the expenses. If the Property is located in Fairfield County, then Fairfield County shall bear 100% of the expenses. Notwithstanding the foregoing, if any Property is privately-owned, the owner or developer of such Property can be required to bear 100% of the expenses related to that Property in the Park on behalf of the Host County.

Section 3.02. *FILOT Revenue Sharing.*

(a) For revenue generated in the Park from a source other than FILOT Revenue, the County in which the revenue is generated may retain such revenue, to be expended in any manner as that County deems appropriate and is in accordance with State law.

(b) Commencing with tax year [2022], the Counties shall share all FILOT Revenue according to the following distribution method:

(i) For Property located in Richland County: Richland County, after making any reductions required by law or other agreement and reimbursing itself for expenditures made to attract to and locate Property in the Park, shall retain 99% of the remaining FILOT Revenue (the “Residual FILOT Revenue”) and transmit 1% of the Residual FILOT Revenue to Fairfield County in accordance with Section 3.04.

(ii) For Property located in Fairfield County: Fairfield County, after making any reductions required by law or other agreement and reimbursing itself for expenditures made to attract to and locate

Property in the Park, shall retain 99% of the Residual FILOT Revenue and transmit 1% of the Residual FILOT Revenue to Richland County in accordance with Section 3.04.

Section 3.03. FILOT Revenue Distribution in Each County.

(a) Commencing with tax year [2022], after sharing of the Residual FILOT Revenue as provided by Section 3.02(b):

(i) For Property located in Richland County, the Residual FILOT Revenue retained by Richland County shall be distributed within Richland County as follows:

FIRST 7% shall be deposited to the Richland County Industrial Park Fund (“Fund”); and

SECOND the remainder of the Residual FILOT Revenue shall be distributed, on a pro rata basis according to the millage that the taxing entities, including Richland County, would otherwise, at the time Property is included in the Park, be eligible to levy millage on the Property if such property were not located in the Park. Any Residual FILOT Revenue distributed to a school district pursuant to the foregoing sentence shall be further divided on a pro rata basis according to the operating and debt service millage levied by or collected on behalf of the school district.

(ii) For Property located in Fairfield County, the Residual FILOT Revenue retained by Fairfield County shall be distributed on a pro rata basis according to the millage that the taxing entities, including Fairfield County, would levy on the Property in the tax year in which such Residual FILOT Revenue is received had the Property not been located in the Park. Any Residual FILOT Revenue distributed to a school district pursuant to the foregoing sentence shall be further divided on a pro rata basis according to the operational and debt service millage levied by or collected on behalf of the school district.

(b) Each County elects to retain 100% of the 1% of the Residual FILOT Revenue received from the other County as provided in Section 3.02(b). Richland County further elects to deposit such Residual FILOT Revenue in the Fund.

(c) Each County, by enactment of an ordinance in that County, may unilaterally amend its internal distribution method of any Residual FILOT Revenue that it retains or receives. This Agreement will be automatically amended to reflect the amendment to the distribution scheme without further action by the governing bodies of either County on delivery of written notice to the Companion County of the amendment. The written notice shall include a copy of the ordinance approving the amendment.

Section 3.04. Annual Report and Disbursement. Not later than July 15 of each year, starting July 15 of the first year in which either County receives FILOT Revenue, each County shall prepare and submit to the other County a report detailing the FILOT Revenue owed under this Agreement. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.

**ARTICLE IV
MISCELLANEOUS**

Section 4.01. Jobs Tax Credit Enhancement. Business enterprises locating in the Park are entitled to whatever enhancement of the regular jobs tax credits authorized by South Carolina Code Annotated Section 12-6-3360, or any successive provisions, as may be provided under South Carolina law.

Section 4.02. Assessed Valuation. For the purpose of bonded indebtedness limitation and computing the index of taxpaying ability pursuant to South Carolina Code Annotated Section 59-20-20(3), allocation of the assessed value of Property to each County is identical to the percentage of FILOT Revenue retained and received by each County in the preceding fiscal year.

Section 4.03. Records. Each County shall, at the other County's request, provide a copy of each record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for the Property and a copy of the applicable County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of each County's procedures.

Section 4.04. Applicable Law. To avoid any conflict of laws between the Counties, the county law of the County in which a parcel of Property is located is the reference for regulation of that parcel of Property in the Park. Nothing in this Agreement purports to supersede State or federal law or regulation. The County in which a parcel of Property is located is permitted to adopt restrictive covenants and land use requirements for that part of the Park.

Section 4.05. Law Enforcement. The Sheriff's Department for the County in which a parcel of Property is located has initial jurisdiction to make arrests and exercise all authority and power with respect to that parcel; fire, sewer, water and EMS service for each parcel of Property in the Park is provided by the applicable service district or other political unit in the applicable County in which that Property is located.

Section 4.06. Binding Effect of Agreement. This Agreement is binding after execution by both of the Counties is completed.

Section 4.07. Severability. If (and only to the extent) that any part of this Agreement is unenforceable, then that portion of the Agreement is severed from the Agreement and the remainder of this Agreement is unaffected.

Section 4.08. Complete Agreement: Amendment. This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Park and the Property therein and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement.

Section 4.09. Counterpart Execution. The Counties may execute this Agreement in multiple counterparts, all of which, together, constitute but one and the same document.

Section 4.10. Termination. Notwithstanding any part of this Agreement to the contrary, this Agreement terminates automatically on the earlier of (a) the termination of the Infrastructure Credit Agreement between Richland County and SE Forest Acres, LLC or (b) 20 years following the Effective Date.

[Signatures follow]

IN WITNESS WHEREOF, the Counties have each executed this Agreement, effective on the Effective Date.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

(SEAL)
ATTEST:

Clerk to County Council

FAIRFIELD COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

(SEAL)
ATTEST:

Clerk of County Council

**ACKNOWLEDGED AND CONSENTED TO BY
THE CITY OF FOREST ACRES, SOUTH CAROLINA:**

City Administrator

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

[AS MAY BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN tract of land, with all improvements thereon, situate in the Town of Forest Acres, Richland County, South Carolina, containing 32.9393 Acres as shown on a ALTA/ACSM Land Title Survey Prepared for JTL Capital, LLC by Steadman & Associates, Inc., dated October 2, 2002, revised December 13, 2002, recorded in the Office of the Register of Deeds for Richland County in Book 739 at Page 10, said plat being incorporated herein by reference, said property being more particularly described as follows:

BEGINNING at a point designated as "POB", said point being a PK nail along the western margin of the right-of-way of Beltline Boulevard (S.C. Highway No. 16) where the subject property corners with property of Colt Site 12 Inc. a distance of 165.15 feet from the intersection of Beltline Boulevard with the southern margin of the right-of-way of Forest Drive (S.C. Highway No. 12) and running along Beltline Boulevard as follows: in a curve to the right having a radius of 141.03 feet, an arc distance of 38.64 feet, the chord of which runs S 06-00-05 W, 38.52 feet to a rebar; S76-30-04 E, 29.01 feet to an "X" in concrete S 24-20-15 E, 66.01 feet to a PK nail; S 20-58-56 W, 29.14 feet to a rebar; in a curve to the right have a radius of 33.77 feet, an arc distance of 22.47 feet, the chord of which runs S 49-48-51 E, 22.06 feet to a PK nail; S 27-51-15 E, 103.05 feet to a rebar; S 28-34-06 E, 516.43 feet to a rebar; in a curve to the right having a radius of 52.17 feet, an arc distance of 35.19 feet, the chord of which runs S 48-47-02 E, 34.53 feet to a rebar; S28-43-30 E, 131.12 feet to a rebar; S 21-53-30 E, 101.50 feet to a rebar; S 31-13-04 E, 149.1 1 feet to a rebar; S 31-45-00 E, 19.48 feet to a rebar; S 40-50-56 E, 84.66 feet to a PK nail; S 40-56-04 E, 109.70 feet to a rebar; thence turning and running along property of Woodland Village Apartments S 42-18-17 W, 285.91 feet to a rebar; thence turning and running along property of Diane R. Spearman as follows: N 59-24-55 W, 186.52 feet to a rebar; N 64-17-05 W, 51.76 feet to an open top; S 03-25-35 E, 104.94 feet to an open top; thence turning and running along Brookwood Court S 85-00-43 W, 65.00 feet to a calculated point; thence turning and running along property of McQueen Smith as follows: N04-44-57 W, 120.00 feet to an open top; N 53-20-55 W, 66.63 feet to an open top; S 63-51-41 W, 73.18 feet to a pinch top; thence turning and running along property of Scott L. Whelchel & Dana H. Whelchel N 26-02-32 W, 65.25 feet to an open top; thence turning and running along property of David B. Tate as follows: N 26-28-42 W, 65.03 feet to a rebar; N-26-29-46 W, 64.72 feet to a calculated point in concrete; S 63-33-42 W, 150.00 feet to a rebar; thence turning and running along Colin Kelly Drive as follows: N 25-26-03 W, 280.00 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.04 feet, the chord of which runs N 52-37-33 W, 76.66 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.05 feet, the chord of which runs S 87-56-06 W, 76.67 feet to a rebar; S 63-34-32 W, 250.47 feet to an open top; thence turning and running along McArthur Avenue N 26-18-28 W, 70.15 feet to a rebar; thence turning and running along the terminus of McArthur Avenue and along property of Paula R. Bunt S63-46-47 W, 199.92 feet to an open top; thence turning and running along property of Sunnyside Properties, Inc. as follows: N 26-38-48 W, 102.35 feet to an open top; N 26-31-13 W, 77.43 feet to an open top; thence turning and continuing along property of Sunnyside Properties, Inc. and along property of Claiborne E. Reeder & Nancy P. Reeder N 25-58-44 W, 60.13 feet to an open top; thence turning and continuing along property of Claiborne E. Reeder & Nancy P. Reeder and along properties of C.E. Reeder & Nancy P. Reeder, Robert G. Cook & Robin D. Anderon, George L. Bryant, Catherine H. Bradley, Martha Diaz, and Joseph M. Diaz & Martha Diaz N 26-15-04 W, 324.64 feet to an open top; thence turning and running along property of Sharon Kay Ford as follows: N 63-38-18 E, 52.16 feet to an open top; N 76-42-51 W, 78.96 feet to an open top; thence turning and running along properties of Martha Diaz and Lorraine M. Tablas N 25-58-03 W, 103.51 feet to a rebar, thence turning and continuing along property of Lorraine M. Tablas S 63-34-24 W, 53.87 feet to a rebar; thence turning and running along property of Buckner Associates A Partnership as follows: N 26-38-33 W, 87.35 feet to a rebar; S 68-31-11 W, 30.08 feet

to a pinch top; thence turning and running along property of Carolina Associates, A S.C. Partnership N 26-31-33 W, 79.43 feet to an open top; thence turning and running along Forest Drive N 68-21-02 E, 95.19 feet to a rebar; thence turning and running along property of Olin W. Hollis, Jr. as follows: S 09-42-05 E, 31.88 feet to a PK nail; in a curve to the left having a radius of 100.00 feet, an arc distance of 84.59 feet, the chord of which runs S 35-10-53 E, 82.09 feet to a PK nail; S 58-09-49 E, 36.04 feet to a rebar; N 44-44-46 E, 164.97 feet to a magnetic nail; N 36-34-36 W, 59.14 feet to an "X" in concrete; thence turning and running along Forest Drive as follows: N 68-16-41 E, 594.92 feet to a rebar; in a curve to the right having a radius of 92.93 feet, an arc distance of 44.96 feet, the chord of which runs N81-57-26 E, 44.52 feet to a rebar; N 09-2743 E, 23.9 feet to an "X" cut in concrete; N 69-11-44 E, 140.34 feet to a rebar; S 46-09-12 E, 29.02 feet to a rebar; in a curve to the right having a radius of 89.22 feet, an arc distance of 55.43 feet, the chord of which runs N 60-56-39 E, 54.54 feet to a rebar; N78-48-08 E, 17.00 feet to a calculated point in grate; thence turning and running along property of Colt Site 12 Inc. as follows: S 16-47-13 E, 165.96 feet to a rebar; N 77-22-02 E, 169.17 feet to the POINT OF BEGINNING.

LESS AND EXCEPT: "TGI Friday's Parcel"

ALL THAT CERTAIN piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 0.143 acres, according to a plat of survey entitled "Boundary Survey of Richland Mall TGI Friday's", prepared by B. P. Barber & Associates, Inc., dated March 19, 2005 and recorded on April 19, 2005 in the Office of the Register of Deeds for Richland County in Book 1044 at Page 323. Reference to said plat is hereby made for a metes and bounds description thereof.

LESS AND EXCEPT: "Verizon Wireless Parcel"

ALSO: ALL THAT CERTAIN piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 9.391 acres, according to a plat of survey entitled "Boundary Survey for Richland Mall Verizon Wireless", prepared by B. P. Barber & Associates, Inc., dated April 4, 2005, last revised June 7, 2005, and recorded on June 14, 2005 in the Office of the Register of Deeds for Richland County in Book 1063 at Page 652. Reference to said plat is hereby made for a metes and bounds description thereof.

LESS AND EXCEPT: "Bank of America Parcel"

ALL THAT CERTAIN piece, parcel, or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 0.77 acres, according to a plat of survey entitled "Plat Prepared for Windsor Richland Mall, L.P., a Texas Limited Partnership", prepared by Baxter Land Surveying Co., Inc., dated February 11, 2003, and recorded on February 28, 2005 in the Office of the Register of Deeds for Richland County in Book 1027 at Page 2697. Reference to said plat is hereby made for a metes and bounds description thereof.

TMS Nos.: R13908-04-35; R14001-11-11; and R14005-08-002 (for informational purposes only)

AND ALSO

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 (VERIZON WIRELESS PARCEL)

All that certain piece, parcel or of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina; the same being shown as 9.391 acres on a Boundary Survey of Richland Mall Verizon Wireless for Windsor Richland Mall, Limited Partnership by B.P. Barber & Associates, Inc. dated April 4, 2005, revised April 16, 2005, last revised June 7, 2005 and recorded in the Office of the Register of Deeds for Richland County on June 14, 2005 in Book 1063 at page 652.

PARCEL 2 (EASEMENT PARCEL)

Together with rights under the Reciprocal Easement, Covenant, Operation and Restriction Agreement and Declaration dated September 7, 2005 by and between BRC Richland, LLC, a Georgia liability company and Windsor Richland Mall, L.P., a Texas limited partnership, to be recorded, and being more particularly as:

That certain tract of land, with improvements thereon, situate, in the Town of Forest Acres, Richland County, South Carolina, containing 32.9393 acres as shown on ALTA/ACSM Land Title Survey prepared for JTL Capital, LLC by Steadman & Associates, Inc. dated October 3, 2002, revised December 13, 2002, in the Office of the Register for Richland County in Book 739 at page 10, said plat being incorporated herein by reference, said property being more particularly described as follows:

BEGINNING at a point designated as "POB", point being PK nail along the western margin of the right-of-way of Beltline Boulevard (SC. Highway No. 16) where the subject property corners with property of Colt Site 12 Inc. a distance of 165.15 feet from the intersection of Beltline Boulevard with the southern margin of the right-of-way of Forest Drive (SC Highway No. 12) and running along Beltline Boulevard as follows: in a curve to the right having a radius of 141.03 feet, an arc distance of 38.64 feet, the chord of which runs S06°00'05"W - 38.52 feet to a rebar, S76°30'04"E - 29.01 feet to an "X" in concrete; S24°20'15"E - 66.01 feet to a PK nail; S20°58'56"W - 29.14 to a rebar; in a curve to the right have radius of 33.77 feet, an arc distance of 22.47 feet, the chord of which runs S49°48'51"E - 22.06 feet to a PK nail; S27°51'15"E - 103.05 feet to a rebar; S28°34'06"E - 516.43 feet to a rebar; in a curve to the right having a radius of 52.17 feet, an arc distance of 35.19 feet, the chord of which runs S48°47'02"E - 34.53 feet to a rebar; S28°43'30"E - 131.12 feet to a rebar; S21° 53'30"E - 101.50 feet to a rebar; S31°13'04"E - 149.11 feet to a rebar; S31°45'00"E - 19.48 feet to L rebar; S40°50'56"E - 84.66 feet to a PK nail; S40°56'04"E - 109.70 feet to a rebar; thence turning and running along property of Woodland Village Apartments S42°18'17"W - 285.91 feet to a rebar; thence turning and running along property of Diane R. Spearman as follows: N59°24'55"W - 186.52 feet to a rebar; N64° 17'05"W - 51.76 feet to an open top; S03°25'35"E - 104.94 feet to an open top; thence turning and running along Brookwood Court S85°00'43"W - 65.00 feet to a calculated point; thence turning and running along property of McQueen Smith as follows: N04°44'57"W - 120.00 feet to an open top; N53°20'55"W - 66.63 feet to an open top; S63°51'41"W - 73.18 feet to pinch top; thence turning and running along property of Scott L Whelchel & Dana H, Whelchel N26°02'32"W - 65.25 feet to an open top; thence turning and running along property of David B. Tate as follows: N26°28'42"W - 65.03 feet to a rebar; N26029'46"W- 64.72 feet to a calculated point in concrete; S63°33'42"W - 150.00 feet to a rebar; thence turning and running along Colin Kelly Drive as follows: N25°26'03"W - 280.00 feet to a rebar, in a curve to the left having a radius of 223.79 feet, an arc distance of 77.04 feet, the chord of which runs N52°37'33"W - 76.66 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.05 feet, the chord of which runs S87°56'06"W - 76.67 feet to a rebar; S63°34'32"W - 250.47 feet to an open top; thence turning and running along McArthur Avenue N26°18'28"W - 70.15 feet to a rebar; thence turning and running along the terminus of McArthur Avenue and along property of Paula R.

Bunt S63°46'47"W - 199.92 feet to an open top; thence turning and running along property of Sunnyside Properties, Inc. as follows: N26°38'48"W - 102.35 to an open top; N26°31'13"W - 77.43 feet to an open top; thence turning and continuing along property of Sunnyside Properties, Inc. and along property of Claiborne E. Reeder and Nancy P. Reeder N25°58'44"W - 60.13 feet to an open top; thence turning and continuing along property of Claiborne E. Reeder and Nancy P. Reeder and long properties of C. H. Reeder and Nancy P. Reeder, Robert G. Cook and Robin D. Anderson, George L. Bryant, Catherine H. Bradley, Martha Diaz, and Joseph M. Diaz and Martha Diaz N26°15'04"W - 324.64 feet to an open top; thence turning and running along property of Sharon Kay Ford as follows: N63°38'18" - 52.16 feet to an open top; N76°42'51"W - 78.96 feet to an open top; thence turning and running along properties of Martha Diaz and Lorraine M. Tablas N25°58'03"W - 103.51 feet to a rebar; thence turning and continuing along property of Lorraine M. Tablas S63°34'24"W - 53.87 feet to a rebar; thence turning and running along of Bruckner Associates A Partnership as follows: N26°38'33"W - 87.35 feet to a rebar; S68°31'11"W - 30.08 feet to a pinch top; thence turning and running along property of Carolina Associates, A.S.C. Partnership N26°31'33"W - 79.43 feet to an open top; thence turning and running along Forest Drive N68°21'02"E - 95.19 feet to a rebar; thence turning and running along property of Olin W. Hollis, Jr. as follows: S09°42'05"E - 31.88 feet to a PK nail; in a curve to the left having radius of 100.00 feet, an arc distance of 84.59 feet, the chord of which runs S35°10'53"E - 82.09 feet to a PK nail; S58°09'49"E - 36.04 feet to a rebar; N44°44'46"E - 164.97 feet to magnetic nail; N36°34'36"W - 59.14 feet to an "X" in concrete; thence turning and running along Forest Drive as follows: N68°16'41"E - 594.92 feet to a rebar; in a curve to the right having a radius of 92.93 feet, an arc distance of 44.96 feet, the chord of which runs N81°57'26"E - 44.52 feet to a rebar; N09°27'43"E - 23.49 feet to an "X" cut in concrete; N69° 11 '44"E - 140.34 feet to a rebar; S46°09'12"E - 29.02 feet to a rebar; in a curve to the right having a radius of 89,22 feet, an arc distance of 55.43 feet, the chord of which runs N60°56'39"E - 54.54 feet to a rebar; N78°48'08"E - 17.00 feet to a calculated point in grate; thence turning and running along property of Colt Site 12 Inc. as follows: S16°47'13"E - 165.96 feet to a rebar; N77°22'02"E - 169.17 feet to the Point of Beginning.

TMS No.: R13908-04-36 (for informational purposes only)

PARCEL 3 (TGI FRIDAY'S PARCEL)

Being the following tracts and parcels located in Richland County, South Carolina and being more particularly described as follows: That parcel of land, with improvements thereon, situate in the Town of Forest Acres, Richland County, South Carolina, containing 0.143 acre as shown on Boundary Survey of Richland Mall TGI Friday's prepared for Windsor Richland Mall, Limited Partnership by B. P. Barber & Associates, Inc. dated March 29, 2005, recorded in the Office of the Register of Deeds for Richland County on April 19, 2005 in Book 1044 at page 323, said plat being incorporated herein by reference for a more complete description of said property,

Together with all rights and easements, established pursuant to Reciprocal Easement, Covenant, Operation and Restriction Agreement and Declaration between BRC Richland, LLC and Windsor Richland Mall, L.P. dated September 7, 2005 and recorded on September 12, 2005 in Book 1097 at Page 2024.

TMS No.: R13908-04-37 (for informational purposes only)

EXHIBIT B
FORM OF INTERGOVERNMENTAL AGREEMENT

Agreement to: (i) confirm the purpose of the Park; (ii) identify the location of the Park; (iii) determine the eligibility criteria for inclusion of Property in the Park; (iv) memorialize the methodology by which and the amount of fee-in-lieu-of *ad valorem* taxes with respect to the property located in the Park (“Fees”) will be distributed within the County; and

WHEREAS, the City and Richland County each acting by and through their respective governing bodies have authorized the execution and delivery of this Intergovernmental Agreement.

NOW THEREFORE, in consideration of the mutual agreement, representations, and benefits contained in this Intergovernmental Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby contractually agree as follows:

1. Binding Agreement; Representations.

(A) This Intergovernmental Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Parties, their successors and assigns.

(B) Each of the Parties represents and warrants that: (i) it has the full legal right, power, and authority to enter into this Intergovernmental Agreement and carry out and consummate all other transactions contemplated by this Intergovernmental Agreement; (ii) it has duly authorized the execution, delivery, and performance of its obligations under this Intergovernmental Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Intergovernmental Agreement; and (iii) this Intergovernmental Agreement constitutes a legal, valid, and binding obligation of each respective Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

2. Authorization/Purpose. The MCIP Law provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met. The Master Agreement meets the conditions set forth in the MCIP Law and its provisions shall govern the operation of the Park. Further, and as acknowledged in the Master Agreement, the City has consented to the creation of the Park.

3. Location of the Park.

(A) The Park consists of property located in the City as is hereinafter more specifically described in Exhibit A hereto (the “Property”). The Property shall be subject, beginning with fee payments received for tax year 2022, to the distribution of revenues provided for in the Master Agreement. It is specifically recognized that the Park may consist of non-contiguous properties. The boundaries of the Park may be enlarged from time to time, but only in accordance with the terms of the Master Agreement.

(B) In the event of any enlargement or diminution of the boundaries of the Park through the addition or subtraction of property, this Intergovernmental Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a legal description of the boundaries of the Park. Upon the inclusion of any property in the Park, it shall immediately be subject to the distribution of revenue as set forth in the Master Agreement.

(C) Richland County shall not consent to the enlargement or diminution of the boundaries of the Park through the addition or subtraction of the property located within the City without receiving the City's prior written consent to any such enlargement or diminution.

4. **Eligibility for Inclusion in Fee Distribution.** Only the property reflected in Exhibit A from time to time shall be in the Park as of a given time, and, accordingly, only that property is subject to the fee distribution set forth in the Master Agreement.

5. **Collection and Distribution of Fee-In-Lieu-Of-Tax Payment.**

(A) Subject to execution and delivery of the Master Agreement, Richland County will collect all Fees generated from Property located in Richland County. Once collected, the County will distribute the Fees as provided in the Master Agreement.

(B) Richland County shall not amend the distribution of Fees to the taxing entities within Richland County as set forth in the Master Agreement without receiving the City's prior written consent.

(C) The City acknowledges and consents to the terms of the Credit Agreement. Richland County hereby covenants that it will not amend the terms of the Credit Agreement or any other fee-in-lieu of tax or infrastructure credit agreement to which the Property may be subject, without the prior written consent of the City if such amendment would have the effect of diminishing the amount of Fees received by the City.

6. **Master Agreement.** The Master Agreement is hereby incorporated herein as fully as if set forth verbatim in its entirety. The Master Agreement shall be the basis for all terms and provisions not otherwise specifically addressed by this Intergovernmental Agreement.

7. **Records.** The Parties covenant and agree that, upon the request of either, the other will provide to the requesting Party copies of the fee-in-lieu-of-tax records and distributions pertaining to Property, as such records become available in the normal course of City and Richland County procedures.

8. **Severability.** In the event and to the extent, and only to the extent, that any provision or any part of a provision of this Intergovernmental Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Intergovernmental Agreement.

9. **Termination.** The City and Richland County agree that this Intergovernmental Agreement may not be terminated, except by mutual written agreement, unless the Master

Agreement should terminate prior to that time, in which case this Intergovernmental Agreement shall terminate concurrently with the Master Agreement.

10. **Counterparts; Execution.** The City and Richland County may executed this Intergovernmental Agreement in multiple counterparts, all of which, together, constitute but one and the same document.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Richland County has caused this Intergovernmental Agreement to be signed by its Chairman of County Council, its corporate seal to be reproduced hereon and the same to be attested by the Clerk to County Council.

RICHLAND COUNTY, SOUTH CAROLINA

[SEAL]

By: _____
Chairman of County Council

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

(SIGNATURE PAGE)

IN WITNESS WHEREOF, the City has caused this Intergovernmental Agreement to be signed by its Mayor, its corporate seal to be reproduced hereon and the same to be attested by the City Administrator.

CITY OF FOREST ACRES, SOUTH CAROLINA

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
City Administrator

(SIGNATURE PAGE)

EXHIBIT A

Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN tract of land, with all improvements thereon, situate in the Town of Forest Acres, Richland County, South Carolina, containing 32.9393 Acres as shown on a ALTA/ACSM Land Title Survey Prepared for JTL Capital, LLC by Steadman & Associates, Inc., dated October 2, 2002, revised December 13, 2002, recorded in the Office of the Register of Deeds for Richland County in Book 739 at Page 10, said plat being incorporated herein by reference, said property being more particularly described as follows:

BEGINNING at a point designated as "POB", said point being a PK nail along the western margin of the right-of-way of Beltline Boulevard (S.C. Highway No. 16) where the subject property corners with property of Colt Site 12 Inc. a distance of 165.15 feet from the intersection of Beltline Boulevard with the southern margin of the right-of-way of Forest Drive (S.C. Highway No. 12) and running along Beltline Boulevard as follows: in a curve to the right having a radius of 141.03 feet, an arc distance of 38.64 feet, the chord of which runs S 06-00-05 W, 38.52 feet to a rebar; S76-30-04 E, 29.01 feet to an "X" in concrete S 24-20-15 E, 66.01 feet to a PK nail; S 20-58-56 W, 29.14 feet to a rebar; in a curve to the right have a radius of 33.77 feet, an arc distance of 22.47 feet, the chord of which runs S 49-48-51 E, 22.06 feet to a PK nail; S 27-51-15 E, 103.05 feet to a rebar; S 28-34-06 E, 516.43 feet to a rebar; in a curve to the right having a radius of 52.17 feet, an arc distance of 35.19 feet, the chord of which runs S 48-47-02 E, 34.53 feet to a rebar; S28-43-30 E, 131.12 feet to a rebar; S 21-53-30 E, 101.50 feet to a rebar; S 31-13-04 E, 149.1 1 feet to a rebar; S 31-45-00 E, 19.48 feet to a rebar; S 40-50-56 E, 84.66 feet to a PK nail; S 40-56-04 E, 109.70 feet to a rebar; thence turning and running along property of Woodland Village Apartments S 42-18-17 W, 285.91 feet to a rebar; thence turning and running along property of Diane R. Spearman as follows: N 59-24-55 W, 186.52 fee to a rebar; N 64-17-05 W, 51.76 feet to an open top; S 03-25-35 E, 104.94 feet to an open top; thence turning and running along Brookwood Court S 85-00-43 W, 65.00 feet to a calculated point; thence turning and running along property of McQueen Smith as follows: N04-44-57 W, 120.00 feet to an open top; N 53-20-55 W, 66.63 feet to an open top; S 63-51-41 W, 73.18 feet to a pinch top; thence turning and running along property of Scott L. Whelchel & Dana H. Whelchel N 26-02-32 W, 65.25 feet to an open top; thence turning and running along property of David B. Tate as follows: N 26-28-42 W, 65.03 feet to a rebar; N-26-29-46 W, 64.72 feet to a calculated point in concrete; S 63-33-42 W, 150.00 feet to a rebar; thence turning and running along Colin Kelly Drive as follows: N 25-26-03 W, 280.00 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.04 feet, the chord of which runs N 52-37-33 W, 76.66 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.05 feet, the chord of which runs S 87-56-06 W, 76.67 feet to a rebar; S 63-34-32 W, 250.47 feet to an open top; thence turning and running along McArthur Avenue N 26-18-28 W, 70.15 feet to a rebar; thence turning and running along the terminus of McArthur Avenue and along property of Paula R. Bunt S63-46-47 W, 199.92 feet to an open top; thence turning and running along property of Sunnyside Properties, Inc. as follows: N 26-38-48 W, 102.35 feet to an open top; N 26-31-13 W, 77.43 feet to an open top; thence turning and continuing along property of Sunnyside Properties, Inc. and along property of Claiborne E. Reeder & Nancy Reeder N 25-58-44 W, 60.13 feet to an open top; thence turning and continuing along property of Claiborne E. Reeder & Nancy P. Reeder and along properties of C.E. Reeder & Nancy P. Reeder, Robert G. Cook & Robin D. Anderson, George L. Bryant, Catherine H. Bradley, Martha Diaz, and Joseph M. Diaz & Martha Diaz N 26-15-04 W, 324.64 feet to an open top; thence turning and running along property of Sharon Kay Ford as follows: N 63-38-18 E, 52.16 feet to an open top; N 76-42-51 W, 78.96 feet to an open top; thence turning and running along properties of Martha Diaz and Lorraine M. Tablas N 25-58-03 W, 103.51 feet to a rebar, thence turning and continuing along property of Lorraine M. Tablas S 63-34-24 W, 53.87 feet to a rebar; thence turning and running along property of Buckner Associates A Partnership as follows: N 26-38-33 W, 87.35 feet to a rebar; S 68-31-11 W, 30.08 feet

to a pinch top; thence turning and running along property of Carolina Associates, A S.C. Partnership N 26-31-33 W, 79.43 feet to an open top; thence turning and running along Forest Drive N 68-21-02 E, 95.19 feet to a rebar; thence turning and running along property of Olin W. Hollis, Jr. as follows: S 09-42-05 E, 31.88 feet to a PK nail; in a curve to the left having a radius of 100.00 feet, an arc distance of 84.59 feet, the chord of which runs S 35-10-53 E, 82.09 feet to a PK nail; S 58-09-49 E, 36.04 feet to a rebar; N 44-44-46 E, 164.97 feet to a magnetic nail; N 36-34-36 W, 59.14 feet to an "X" in concrete; thence turning and running along Forest Drive as follows: N 68-16-41 E, 594.92 feet to a rebar; in a curve to the right having a radius of 92.93 feet, an arc distance of 44.96 feet, the chord of which runs N81-57-26 E, 44.52 feet to a rebar; N 09-2743 E, 23.9 feet to an "X" cut in concrete; N 69-11-44 E, 140.34 feet to a rebar; S 46-09-12 E, 29.02 feet to a rebar; in a curve to the right having a radius of 89.22 feet, an arc distance of 55.43 feet, the chord of which runs N 60-56-39 E, 54.54 feet to a rebar; N78-48-08 E, 17.00 feet to a calculated point in grate; thence turning and running along property of Colt Site 12 Inc. as follows: S 16-47-13 E, 165.96 feet to a rebar; N 77-22-02 E, 169.17 feet to the POINT OF BEGINNING.

LESS AND EXCEPT: "TGI Friday's Parcel"

ALL THAT CERTAIN piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 0.143 acres, according to a plat of survey entitled "Boundary Survey of Richland Mall TGI Friday's", prepared by B. P. Barber & Associates, Inc., dated March 19, 2005 and recorded on April 19, 2005 in the Office of the Register of Deeds for Richland County in Book 1044 at Page 323. Reference to said plat is hereby made for a metes and bounds description thereof.

LESS AND EXCEPT: "Verizon Wireless Parcel"

ALSO: ALL THAT CERTAIN piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 9.391 acres, according to a plat of survey entitled "Boundary Survey for Richland Mall Verizon Wireless", prepared by B. P. Barber & Associates, Inc., dated April 4, 2005, last revised June 7, 2005, and recorded on June 14, 2005 in the Office of the Register of Deeds for Richland County in Book 1063 at Page 652. Reference to said plat is hereby made for a metes and bounds description thereof.

LESS AND EXCEPT: "Bank of America Parcel"

ALL THAT CERTAIN piece, parcel, or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 0.77 acres, according to a plat of survey entitled "Plat Prepared for Windsor Richland Mall, L.P., a Texas Limited Partnership", prepared by Baxter Land Surveying Co., Inc., dated February 11, 2003, and recorded on February 28, 2005 in the Office of the Register of Deeds for Richland County in Book 1027 at Page 2697. Reference to said plat is hereby made for a metes and bounds description thereof.

TMS Nos.: R13908-04-35; R14001-11-11; and R14005-08-002 (for informational purposes only)

AND ALSO

(SIGNATURE PAGE)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 (VERIZON WIRELESS PARCEL)

All that certain piece, parcel or of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina; the same being shown as 9.391 acres on a Boundary Survey of Richland Mall Verizon Wireless for Windsor Richland Mall, Limited Partnership by B.P. Barber & Associates, Inc. dated April 4, 2005, revised April 16, 2005, last revised June 7, 2005 and recorded in the Office of the Register of Deeds for Richland County on June 14, 2005 in Book 1063 at page 652.

PARCEL 2 (EASEMENT PARCEL)

Together with rights under the Reciprocal Easement, Covenant, Operation and Restriction Agreement and Declaration dated September 7, 2005 by and between BRC Richland, LLC, a Georgia liability company and Windsor Richland Mall, L.P., a Texas limited partnership, to be recorded, and being more particularly as:

That certain tract of land, with improvements thereon, situate, in the Town of Forest Acres, Richland County, South Carolina, containing 32.9393 acres as shown on ALTA/ACSM Land Title Survey prepared for JTL Capital, LLC by Steadman & Associates, Inc. dated October 3, 2002, revised December 13, 2002, in the Office of the Register for Richland County in Book 739 at page 10, said plat being incorporated herein by reference, said property being more particularly described as follows:

BEGINNING at a point designated as "POB", point being PK nail along the western margin of the right-of-way of Beltline Boulevard (SC. Highway No. 16) where the subject property corners with property of Colt Site 12 Inc. a distance of 165.15 feet from the intersection of Beltline Boulevard with the southern margin of the right-of-way of Forest Drive (SC Highway No. 12) and running along Beltline Boulevard as follows: in a curve to the right having a radius of 141.03 feet, an arc distance of 38.64 feet, the chord of which runs S06°00'05"W - 38.52 feet to a rebar, S76°30'04"E - 29.01 feet to an "X" in concrete; S24°20'15"E - 66.01 feet to a PK nail; S20°58'56"W - 29.14 to a rebar; in a curve to the right have radius of 33.77 feet, an arc distance of 22.47 feet, the chord of which runs S49°48'51"E - 22.06 feet to a PK nail; S27°51'15"E - 103.05 feet to a rebar; S28°34'06"E - 516.43 feet to a rebar; in a curve to the right having a radius of 52.17 feet, an arc distance of 35.19 feet, the chord of which runs S48°47'02"E - 34.53 feet to a rebar; S28°43'30"E - 131.12 feet to a rebar; S21° 53'30"E - 101.50 feet to a rebar; S31°13'04"E - 149.11 feet to a rebar; S31°45'00"E - 19.48 feet to L rebar; S40°50'56"E - 84.66 feet to a PK nail; S40°56'04"E - 109.70 feet to a rebar; thence turning and running along property of Woodland Village Apartments S42°18'17"W - 285.91 feet to a rebar; thence turning and running along property of Diane R. Spearman as follows: N59°24'55"W - 186.52 feet to a rebar; N64° 17'05"W - 51.76 feet to an open top; S03°25'35"E - 104.94 feet to an open top; thence turning and running along Brookwood Court S85°00'43"W - 65.00 feet to a calculated point; thence turning and running along property of McQueen Smith as follows: N04°44'57"W - 120.00 feet to an open top; N53°20'55"W - 66.63 feet to an open top; S63°51'41"W - 73.18 feet to pinch top; thence turning and running along property of Scott L Whelchel & Dana H, Whelchel N26°02'32"W - 65.25 feet to an open top; thence turning and running along property of David B. Tate as follows: N26°28'42"W - 65.03 feet to a rebar; N26029'46"W- 64.72 feet to a calculated point in concrete; S63°33'42"W - 150.00 feet to a rebar; thence turning and running along Colin Kelly Drive as follows: N25°26'03"W - 280.00 feet to a rebar, in a curve to the left having a radius of 223.79 feet, an arc distance of 77.04 feet, the chord of which runs N52°37'33"W - 76.66 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.05 feet, the chord of which runs S87°56'06"W - 76.67 feet to a rebar; S63°34'32"W - 250.47 feet to an open top; thence turning and running along McArthur Avenue N26°18'28"W - 70.15 feet to a rebar; thence turning and running along the terminus of McArthur Avenue and along property of Paula R.

(SIGNATURE PAGE)

Richland County Council Request for Action

Subject:

Dirt Road Package N – Award of Contract

Notes:

September 27, 2022 – The Transportation Ad Hoc Committee recommended Council award the contract for Dirt Road Package N to the lowest, responsive and responsible bidder, McClam and Associates, Inc. in the amount of \$1,428,084.50 with a 15% contingency of \$214,212.68 for a total amount of \$1,642,297.18.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Interim Director
Department:	Transportation	Division:	
Date Prepared:	September 6, 2022	Meeting Date:	September 27, 2022
Legal Review	Patrick Wright via email	Date:	September 12, 2022
Budget Review	Abhijit Deshpande via email	Date:	September 12, 2022
Finance Review	Stacey Hamm via email	Date:	September 9, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Transportation Ad Hoc		
Subject	Dirt Road Package "N" - Award of Construction Contract		

RECOMMENDED/REQUESTED ACTION:

Staff recommends the award of contract to the lowest, responsive, and responsible bidder for Dirt Road Paving Package "N" to McClam and Associates, Inc. in the amount of \$1,428,084.50 with a 15% contingency of \$214,212.68 for a total amount of \$1,642,297.18.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funding for the project will be paid from the \$5,233,925.73 available in FY23 budget.

Applicable department/grant key and object codes: JL13320302/532200/R2300926

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

See attachment A.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated County Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Dirt Road Paving Package "N" includes Cornell Adams Run, Summer Haven Drive- Phase 2, and Vallenga Road. The total length of roads to be paved is 4,675LF and will be performed in County Council Districts 1, 9, and 11.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The SLBE goal of 19% was met by McClam & Associates, Inc.

The construction cost estimate totaled \$1,273,597.80 while the lowest responsible bid was \$1,428,084.50, or 12% higher.

ATTACHMENTS:

1. Attachment "A"- Award Recommendation Letter

**RICHLAND COUNTY GOVERNMENT
PROCUREMENT DEPARTMENT**

2020 Hampton Street, Suite 3064, Columbia, SC 29204
T 803-576-2130 | F 803-576-2135
richlandcountysc.gov

Attachment 1



August 15, 2022

To: Mr. Michael Maloney, Interim Director of Transportation

From: Vernon Lee Daniels, Procurement Buyer

CC: Erica Wade, OSBO Manager; Margaret Jones, OSBO; Jeffrey McNesby, Project Manager
Jennifer Wladischkin, Director of Procurement

Re: RC-528-B-23 Dirt Roads Package N

A bid opening was conducted at 2:00 PM on Thursday, August 11, 2022 via the County's online procurement portal. Procurement has reviewed the two (2) submitted bids for Dirt Roads Package N which were submitted via Bonfire and found no discrepancies. The bids received were as follows.

GREENE STREET PHASE 2 IMPROVEMENTS - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
McClam and Associates Inc	\$1,428,084.50
Palmetto Sitework Services	\$1,957,768.80

Further review shows that McClam and Associates Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Non-Mandatory Pre-Bid Conference was held at 10:00 AM on July 19, 2022 during which attendees gained information and bidding directives for the project.

Attached is a final bid tab sheet for your reference which indicates McClam and Associates Inc.'s bid is 12% higher than the Engineer's Estimate of \$1,273,597.80 for the project. Both bids were compared to each other and the engineer's estimate and the bids are consistent in price, but some item unit prices vary slightly from the estimate. The estimate was completed in June of 2022. A review of the low bid also shows a commitment of 19% utilization of Small Local Business Enterprise (SLBE) companies which equals the goal of 19% established for this project.

Provided that Transportation can provide the additional funding, it is Procurement's recommendation that a contract be awarded to the lowest responsive and responsible bidder McClam and Associates Inc. to include a 15 % construction contingency of **\$214,212.68**.

SOUTH CAROLINA CONTRACTORS' LICENSING BOARD CERTIFICATE

License No. 10203

This is to Certify that:

McCLAM & ASSOCS., INC.
1642 Holy Trinity Church Road
Little Mountain, SC 29075

having given satisfactory evidence of the necessary qualifications required by the laws of the State of South Carolina and is duly qualified and entitled to practice

GENERAL CONTRACTING

for the classification(s) and limitations(s) listed on the Contractor's License Card

LICENSE NUMBER: G10203

CCB 1058964

South Carolina Department of Labor, Licensing and Regulation

Contractor's Licensing Board

GENERAL CONTRACTOR

McCLAM & ASSOCIATES INC

1642 HOLY TRINITY CHURCH ROAD

LITTLE MOUNTAIN SC 29075

is certified to practice in the following classification(s) and *Group Limit:

Grading-GD5, Water & Sewer Lines-WLS, Water & Sewer Plants-WPS

LICENSE NUMBER: G10203

CCB 1058964

ued January 1, 1996

Qualifying Party(s) (Primary QP displays "PQ"): CLIFFORD W. BYE
(CQG.18151 PQ), JESSE R MCCLAM III (CQG.8558 PQ), ANSEL C
MCCLAM (CQG.8561 PQ), DILLON GOLE MCCLAM (CQG.29541 PQ)

* Group Limitations - \$Amount Per Job:

Group #1 - \$50,000 Group #3 - \$500,000

Group #2 - \$200,000 Group #4 - \$1,500,000

Group #5 - \$Unlimited

Initial License Date: 01/01/1992

EXPIRATION DATE: 10/31/2022

Molly J. Dinn

Additional information about General Contractor Classification Abbreviations and Group Bid/Job Limitations is available on the SC Contractor's Licensing Board website: <https://llr.sc.gov/llb>

Berry R. Keat
airman

RC-528-B-23 Dirt Roads Package N
DUE DATE **8/11/2022 2:00 PM**

Total Cost

McClam and Associates Inc
\$1,428,084.50

RC-528-B-23 Dirt Roads Package N
DUE DATE **8/11/2022 2:00 PM**

Total Cost

Palmetto Sitework Services
\$1,957,768.80

SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET

Small Local Business Enterprises

Small Local Business Enterprises

The COUNTY encourages CONTRACTORS to utilize firms from the COUNTY's SLBE certified directory where applicable. Additionally, the CONTRACTORS must complete the information below on each certified firm and submit it with its Solicitation response.

Information relative to the COUNTY's SLBE Ordinance and its [Directory of Certified SLBEs](http://www.rcgov.us) can be found on the COUNTY's website at: <http://www.rcgov.us>

Information must be completed on this sheet and submitted with bid/proposal.

1. Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm	Scope/Type of Work	2. Estimated Percentage & Amount of Total Contract
ROBERT TAYLOR 2201 ATLAS RD. COLUMBIA, SC 29209	TAYLOR BROTHERS CONSTRUCTION COMPANY INC.	HAULING/GRADING	19%

I hereby certify that this firm has been contacted and accepted the scope / type of work listed above. Furthermore, I hereby certify that SLBEs listed above are willing to perform the work and that I am committed to utilizing the above firm(s) on this contract. This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct.

Firm Name: MCLAM AND ASSOCIATES INC

Signature: *JTR* Date: 8/11/2022

SWORN before me this 11th day of August, 20 22

Notary Name (Printed):

Patricia A. Ragsdale

Notary Signature:

Patricia A. Ragsdale

My Commission Expires: 11-10-2025

Richland County Council Request for Action

Subject:

Resurfacing Package S – Award of Contract

Notes:

September 27, 2022 – The Transportation Ad Hoc Committee recommended Council award a contract to the lowest responsive and responsible bidder, Palmetto Corp of Conway, in the amount of \$3,192,428.19 with a 15% contingency of \$478,864.23 for a total amount of \$3,671,292.42 for Resurfacing Package S.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Interim Director
Department:	Transportation	Division:	
Date Prepared:	September 6, 2022	Meeting Date:	September 27, 2022
Legal Review	Patrick Wright via email	Date:	September 12, 2022
Budget Review	Abhijit Deshpande via email	Date:	September 12, 2022
Finance Review	Stacey Hamm via email	Date:	September 9, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Transportation Ad Hoc		
Subject	Resurfacing Package "S" - Award of Construction Contract		

RECOMMENDED/REQUESTED ACTION:

Staff recommends the award of contract to the lowest responsive and responsible bidder for Resurfacing Package "S" to Palmetto Corp of Conway in the amount of \$3,192,428.19, with a 15% contingency of \$478,864.23 for a total amount of \$3,671,292.42.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget? Yes No
 If not, is a budget amendment necessary? Yes No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funding for the project will be paid from the \$7,005,363 available in the FY23 budget.

Applicable department/grant key and object codes: 13320301/532200/R2300949

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

None.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Attached is a final bid tab sheet for reference which indicates Palmetto Corp of Conway's bid is 4% lower than the Engineer's Estimate of \$3,338,877.88 for the project. All bids were compared to each other; and the engineer's estimate and the bids are consistent in price. The estimate was completed in August of 2022. The SLBE goal for this project is 0%.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

1. Attachment "A" - Award Recommendation Letter
2. Attachment "B" - List of roads included in the project

**RICHLAND COUNTY GOVERNMENT
PROCUREMENT DEPARTMENT**

2020 Hampton Street, Suite 3064, Columbia, SC 29204
T 803-576-2130 | F 803-576-2135
richlandcountysc.gov

Attachment 1



September 6, 2022

To: Mr. Michael Maloney, Interim Director of Transportation

From: Vernon Lee Daniels, Procurement Buyer

CC: Erica Wade, OSBO Manager

Re: RC-530-B-23 Resurfacing Project Package S

A bid opening was conducted at 2:00 PM on Thursday, September 1, 2022, via the County's online procurement portal. Procurement has reviewed the four (4) submitted bids for Resurfacing Project Package S which were submitted via Bonfire and found no discrepancies. The bids received were as follows.

GREENE STREET PHASE 2 IMPROVEMENTS - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
Palmetto Corp of Conway	\$3,192,428.19
Eurovia Atlantic Coast dba Blythe	\$3,783,433.37
C.R. Jackson, Inc.	\$4,191,658.78
Lynches River Contracting, Inc.	\$4,555,805.84

Further review shows that Palmetto Corp of Conway is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Non-Mandatory Pre-Bid Conference ZOOM call was held at 10:00 AM on July 26, 2022, during which attendees gained information and bidding directives for the project.

Attached is a final bid tab sheet for your reference which indicates Palmetto Corp of Conway's bid is 4% lower than the Engineer's Estimate of \$3,338,877.88 for the project. All bids were compared to each other and the engineer's estimate and the bids are consistent in price, but some item unit prices vary slightly from the estimate. The estimate was completed in August of 2022. The SLBE goal for this project is 0%.

It is Procurement's recommendation that a contract be awarded to the lowest responsive and responsible bidder Palmetto Corp of Conway to include a 15% construction contingency of **\$478,864.23**.

CONTRACTOR'S LICENSING BOARD

Hereby Certifies:

PALMETTO CORP OF CONWAY

3873 HWY 701 N
CONWAY SC 29526

Having given satisfactory evidence of the necessary qualifications required by laws of the State of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR

for the Classification(s) and Group Limitation* shown below:

, Grading-GD5, Water & Sewer Lines-WL5, Asphalt Paving-AP5, Concrete Paving-CP5, Water & Sewer Plants-WP5, Highway-HY5, Building-BD5

LICENSE NUMBER:.....G14514

Expiration Date:10/31/2022

Initial License Date:03/02/1992

*** Group Limitations - \$Amount Per Job:**

Group #1 - \$50,000 Group #3 - \$500,000
Group #2 - \$200,000 Group #4 - \$1,500,000
Group #5 - \$Unlimited

Mally J. Dineen
Administrator

Qualifying Party(s) (Primary QP displays "PQ"): ANTHONY SHAWN GODWIN (CQG.21027 PQ), KENNETH A ATKINSON JR (CQG.1330 PQ), JOE SCOTT CUNNINGHAM II (CQG.30493 Q)

It is at the discretion of the licensee to designate whomever they elect to pull permits and conduct business for this license.

**RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING
2020 HAMPTON STREET, SUITE 3064, COLUMBIA, SC 29204-1002**

Project #:RC-530-B-23	Project Name: Resurfacing Project Package S	Date: 26 July 2022
		Time: 10:00AM

COMPANY NAME	REPRESENTATIVE	EMAIL ADDRESS	TELEPHONE/FAX
Richland County- Procurement	Jennifer Wladischkin- Procurement Director		2134
Richland County - Procurement	Vernon Lee Daniels - Buyer		
Richland County - Transportation	Ali Eliadorani - PM		
Richland County – Public Works	Nathaniel Miller		
Sloan Construction	Wendy Thompson		
Lynches River Contracting	Jack Gamble		

***** PLEASE PRINT CLEARLY! IF THE INFORMATION IS NOT LEGIBLE YOUR ATTENDANCE MAY NOT BE CONSIDERED! *****

RC-530-B-23 Resurfacing Project Package S
DUE DATE 9/1/2022 2:00 PM

	C.R. Jackson, Inc.	Eurovia Atlantic Coast dba B	Lynches River Contracting, I	Palmetto Corp of Conway
Total Cost \$	4,191,658.78	\$ 3,783,433.37	\$ 4,555,805.84	\$ 3,192,428.19

Richland County Transportation Department

RESURFACING PACKAGE "S"

Road listing

September 7, 2022

Road Name		District	Road Name		District
1	Acme St	10	26	Jim Koon Rd	2
2	Alcott Dr	4	27	Kirton Ct	1
3	Arbor Oaks Ct	2	28	Lakewood Cir	2
4	Bamboo Grove Ct	1	29	Lamson Dr	1
5	Beaver Creek Cir	7	30	Lee Ridge Ct	7
6	Bedford Dr/Rd	7	31	Nevamar Dr	3
7	Bennie Dr	2	32	Newcastle Dr	3
8	Cape Flattery Ct	2	33	North Hunters Ct	3
9	Carlow Dr	11	34	Pelican Cir	7
10	Charlwood Ct	1	35	Rock Hampton Rd	1
11	Chatteris Rd	1	36	Rushing Wind Dr	1
12	Cockspur Cir	1	37	S. Hunter Ct	3
13	Cordova Dr	7	38	S. Mercer Ct	2
14	Crayford Rd	1	39	Sesqui Trl	8, 9
15	Crooked Stick Ct	7	40	Springcrest Dr	7
16	Deer Tract Dr	1	41	Stonewall Ct	1
17	Doncaster Ct	1	42	Stoney Point Ln	1
18	E Creek Ct	1	43	Tapp Pt	1
19	Ellafair Ln	1	44	Timberlake Ct	1
20	Freestone Dr	7	45	Top Flight Ct	1
21	Harrington Ct	1	46	Treyburn Rd	1
22	Hever Ct	1	47	Wenlock Cir	1
23	Hunter Hill Rd	1	48	Whitmell Ave	3
24	Innis Ct	8	49	Woodhouse Ct	1
25	Jarrood Ct	2			

Richland County Council Request for Action

Subject:

Wetland Credit Sales

Notes:

September 27, 2022 – The Transportation Ad Hoc Committee recommended Council approve the following four (4) mitigation credit requests:

1. SCDOT for the US 21 Bridge Replacement Project in Lexington County, SC for 3.17 wetlands credits at a rate of \$12,500 per credit
2. West Fraser, Inc. for a development for 1.08 wetland credits at a rate of \$12,500 per credit
3. Pointe Grand Columbia, LLC for Powell Road & Technology Circle for 455 stream credits at a rate of \$200.00 per credit
4. GS Jacobs Creek, LLC for Blythewood Farms Phase 2 for 3.1 wetland credits and 548 stream credits for \$12,500 and \$200 per credit, respectively



Agenda Briefing

Prepared by:	Quinton Epps	Title:	Division Manager
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	August 19, 2022	Meeting Date:	September 27, 2022
Legal Review	Patrick Wright via email	Date:	September 12, 2022
Budget Review	Abhijit Deshpande via email	Date:	September 12, 2022
Finance Review	Stacey Hamm via email	Date:	September 9, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Transportation Ad Hoc		
Subject	Mitigation Bank Credit Transaction - multiple		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the four (4) separate requests to purchase mitigation credits as listed below:

1. SCDOT for the US 21 Bridge Replacement Project in Lexington County, SC for 3.17 wetlands credits at a rate of \$12,500 per credit
2. West Fraser, Inc. for a development for 1.08 wetland credits at a rate of \$12,500 per credit
3. Pointe Grand Columbia, LLC for Powell Road & Technology Circle for 455 stream credits at a rate of \$200.00 per credit
4. GS Jacobs Creek, LLC for Blythewood Farms Phase 2 for 3.1 wetland credits and 548 stream credits for \$12,500 and \$200 per credit, respectively

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget? Yes No
 If not, is a budget amendment necessary? Yes No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

These mitigation credit sales will generate \$272,611.13 which will be credited to the Transportation Penny Program.

Applicable department/grant key and object codes:

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

None.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to the recommended entities and amounts to fulfill their permitting requirements.

The total combined transaction value is \$310,145.66.66 of which \$272,611.13 will be returned to the Penny Program, and \$37,534.53 will go to the Mill Creek Mitigation Bank owners/investors. The County's current credit ledger balance is as follows:

Credit Type	Released County Credits	County Credits Used or Sold	Available County Credits
Wetland	800.000	202.591	597.409
Stream	30,000.000	11,212.12	18,787.88

Interim Transportation Director Maloney estimates as currently constituted, the remaining projects in the Transportation Penny program will require 100 wetland credits and 3,400 stream credits. Those numbers would increase if the Penny tax is extended and more projects are added. Based on these estimates, the request for 7.35 wetland credits and 1,003 stream credits will have no impact on the County's ability to implement the Penny Program. As such, they may be considered excess credits at this time.

If the County Council does not approve the requested sales of its surplus mitigation credits, the County portion of the mitigation credit sales will drop from \$272,611.13 to \$57,349.53 for a difference of \$215,261.50 to the Transportation Program.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

1. Mill Creek Credit Sale Checklist Blythewood Farms Phase 2
2. Mill Creek Credit Sale Checklist Powell Road & Technology Circle
3. Mill Creek Credit Sale Checklist SCDOT US 21 Bridge Replacement
4. Mill Creek Credit Sale Checklist West Fraser

MITIGATION SURPLUS CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Blythewood Farms Phase 2
<u>Location:</u>	Richland County, SC
<u>8-Digit HUC Watershed Code</u>	03050104 (Wateree)
<u>Buyer:</u>	GS Jacobs Creek, LLC
<u>Permittee:</u>	GS Jacobs Creek, LLC
<u>Permittee's USACE 404 Permit #:</u>	SAC-2016-01720
<u>Price Per Wetland Credit:</u>	\$12,500.00
<u>Price Per Stream Credit:</u>	\$200.00
<u>Wetland Credits:</u>	3.1 credits (1.55 restoration/enhancement & 1.55 preservation)
<u>Stream Credits:</u>	548.00 credits (274 restoration/enhancement % 274 preservation)
<u>Credit Proceeds:</u>	\$148,350.00
<u>Richland County Credit Share:</u>	\$136,482.00 (92% of \$148,350.00)
<u>MCMH Credit Share:</u>	\$11,868.00 (8% of \$148,350.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$11,670.66
<u>Richland County Fee Share:</u>	\$2,334.13 (20% of \$11,670.66)
<u>MCMH Fee Share:</u>	\$9,336.53 (80% of \$11,670.66)
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$160,020.66
<u>Richland County Proceeds Share:</u>	\$138,816.13
<u>MCMH Proceeds Share:</u>	\$21,204.53

MITIGATION SURPLUS CREDIT SALES AGREEMENT SUMMARY

<u>Project Name:</u>	Powell Road & Technology Circle
<u>Location:</u>	Powell Road & Technology Circle, Richland County
<u>8-Digit HUC Watershed Code</u>	03050106 (Lower Broad)
<u>Buyer:</u>	Pointe Grand Columbia, LLC
<u>Permittee:</u>	Hillpointe, LLC
<u>Permittee's USACE 404 Permit #:</u>	SAC-2020-01108
<u>Price Per Wetland Credit:</u>	\$0.00
<u>Price Per Stream Credit:</u>	\$200.00
<u>Wetland Credits:</u>	0.00 credits
<u>Stream Credits:</u>	455.00 credits (227.50 restoration/enhancement and 227.50 preservation)
<u>Credit Proceeds:</u>	\$91,000.00
<u>Richland County Credit Share:</u>	\$83,720.00 (92% of \$91,000.00)
<u>MCMH Credit Share:</u>	\$7,280.00 (8% of \$91,000.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$0.00
<u>Richland County Fee Share:</u>	\$0.00
<u>MCMH Fee Share:</u>	\$0.00
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$91,000.00
<u>Richland County Proceeds Share:</u>	\$83,720.00
<u>MCMH Proceeds Share:</u>	\$7,280.00

MITIGATION SURPLUS CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	SCDOT US 21 Bridge Replacement Project
<u>Location:</u>	Lexington County, SC
<u>8-Digit HUC Watershed Code</u>	03050110 (Congaree)
<u>Buyer:</u>	SCDOT
<u>Permittee:</u>	SCDOT
<u>Permittee's USACE 404 Permit # (from Public Notice):</u>	SAC 2019-00202
<u>Price Per Wetland Credit:</u>	\$12,500
<u>Price Per Stream Credit:</u>	\$125
<u>Wetland Credits:</u>	3.17 credits (1.585 restoration/enhancement & 1.585 preservation)
<u>Stream Credits:</u>	0.00 credits
<u>Credit Proceeds:</u>	\$39,625.00
<u>Richland County Credit Share:</u>	\$36,455.00 (92% of \$39,625.00)
<u>MCMH Credit Share:</u>	\$3,170.00 (8% of \$39,625.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$0.00
<u>Richland County Fee Share:</u>	\$0.00
<u>MCMH Fee Share:</u>	\$0.00
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale):</u>	\$39,625.00
<u>Richland County Proceeds Share:</u>	\$36,455.00
<u>MCMH Proceeds Share:</u>	\$3,170.00

MITIGATION SURPLUS CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	West Fraser, Inc.
<u>Location:</u>	Newberry County, SC
<u>8-Digit HUC Watershed Code</u>	03050109 (Saluda)
<u>Buyer:</u>	West Fraser, Inc.
<u>Permittee:</u>	West Fraser, Inc.
<u>Permittee's USACE 404 Permit #:</u>	SAC-2021-01547
<u>Price Per Wetland Credit:</u>	\$12,500
<u>Price Per Stream Credit:</u>	N/A
<u>Wetland Credits:</u>	1.08 credits (0.54 restoration/enhancement & 0.54 preservation)
<u>Stream Credits:</u>	0.00 credits
<u>Credit Proceeds:</u>	\$13,500
<u>Richland County Credit Share:</u>	\$12,420.00 (92% of \$13,500.00)
<u>MCMH Credit Share:</u>	\$1,080.00 (8% of \$13,500.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$6,000.00
<u>Richland County Fee Share:</u>	\$1,200.00 (20% of \$6,000.00)
<u>MCMH Fee Share:</u>	\$4,800.00 (80% of \$6,000.00)
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$19,500.00
<u>Richland County Proceeds Share:</u>	\$13,620.00
<u>MCMH Proceeds Share:</u>	\$5,880.00

Richland County Council Request for Action

Subject:

Bull St/Elmwood Avenue Intersection – Award of Contract

Notes:

September 27, 2022 – The Transportation Ad Hoc Committee recommended Council award the Bull/Elmwood Intersection Project to CR Jackson, Inc. in the amount of \$3,554,748.46 with a 7.5% contingency of \$266,606.13 for a total amount of \$3,821,354.59.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Interim Director
Department:	Transportation	Division:	Click or tap here to enter text
Date Prepared:	September 7, 2022	Meeting Date:	September 27, 2022
Legal Review	Patrick Wright via email	Date:	September 12, 2022
Budget Review	Abhijit Deshpande via email	Date:	September 19, 2022
Finance Review	Stacey Hamm via email	Date:	September 9, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Transportation Ad Hoc		
Subject	Bull and Elmwood Intersection Project Award of Construction		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval to award the Bull/Elmwood Intersection Project to CR Jackson, Inc. in the amount of \$3,554,748.46 with a 7.5% contingency of \$266,606.13 for a total amount of \$3,821,354.59.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget? Yes No
 If not, is a budget amendment necessary? Yes No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This funding will come from the \$3,575,267.25 (JL13320202/532200) currently available in the FY23 budget, and the contingency will transfer from the \$756,156.19 currently in the Clemson Widening project (JL13320006/532200).

Applicable department/grant key and object codes: None

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

None.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

This project includes the following work:

1. The proposed roadway improvements at the intersection of Bull Street and Elmwood Avenue have been developed to address existing and future congestion and queuing at the intersections. These improvements have been developed in manner that provides operational benefits for motor vehicles while providing for pedestrians at the intersection. The improvements at the intersection of Bull Street and Elmwood Avenue include the following:
 - Convert the existing southbound right-turn lane to a channelized free flow movement from Bull Street to Elmwood Avenue.
 - Install a second through lane on eastbound Elmwood Avenue, beginning at Marion Street.
 - Install a second northbound through lane on Bull Street.
 - Modify the existing signal timings, phasing and pavement markings at the intersection to accommodate the proposed geometric changes.
2. The additional roadway laneage at the intersection can be accommodated by utilizing the available planting strip and extra wide lane width adjacent to the outside dual right-lane on the eastbound approach of Elmwood Avenue. This provides the necessary right-of-way for the additional through lane beginning at Marion Street. It also allows for the maintenance of dual northbound right-turn lanes.

This project lowers the average delay time for drivers by 58%.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The Engineer's Construction Cost Estimate for this project was \$ 2,925,118.55 with a bid of \$3,554,748.46. The bid is 17.7% higher than the estimate.

Savings of over one million dollars on the Clemson Road Widening project will assist this project with the contingency costs.

Over the last several months, the County has received bids on several projects that have been much higher than the Engineer's Estimates. This is the current trend across the state due to several factors such as an abundance of work, a shortage of contractor staffing, and increasing prices on materials.

ATTACHMENTS:

1. Recommendation Memo
2. Bid Tabulation
3. Exhibit of Improvements

**RICHLAND COUNTY GOVERNMENT
PROCUREMENT DEPARTMENT**

2020 Hampton Street, Suite 3064, Columbia, SC 29204
T 803-576-2130 | F 803-576-2135
richlandcountysc.gov

Attachments 1 and 2



September 7, 2022

To: Mr. Michael Maloney, Interim Director of Transportation

From: Vernon Lee Daniels, Buyer

CC: Ms. Erica Wade, OSBO Manager, Mrs. Jennifer Wladischkin, Procurement Director, Mr. Rasheed Muwwakkil, Project Manager

Re: RC-526-B-2022 Bull St at Elmwood Ave Intersection Project

A bid opening was conducted at 2:00 PM on Monday, July 18, 2022, via the County's online procurement portal. Procurement has reviewed the one (1) submitted bids for Bull St at Elmwood Ave Intersection Project which was submitted via Bonfire and found no discrepancies. The bid received was as follows:

Screaming Eagle/Percival Project- BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
C.R. Jackson, Inc.	\$3,554,748.46

Further review shows that C.R. Jackson, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Non-Mandatory Pre-Bid Conference was held at 10:00 AM on June 15, 2022, during which attendees gained information and bidding directives for the project. See attached sign-in log.

Attached is a final bid tab sheet for your reference which indicated C.R. Jackson, Inc.'s bid is 17.7% higher than the Engineer's Estimate of \$ 2,925,118.55 dated July 17, 2019. The bid was compared to the engineer's estimate and is consistent in price, but some item unit prices vary slightly from the estimate. The SLBE goal for this project is 18%.

Provided that Transportation can provide the additional funding, it is Procurement's recommendation that a contract be awarded to the lowest responsive and responsible bidder, C.R. Jackson, Inc., to include a 7.5% construction contingency of \$266,606.13.

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION
CONTRACTOR'S LICENSING BOARD

CCB 1062565

Hereby Certifies

C R JACKSON INC
100 INDEPENDENCE BLVD
COLUMBIA SC 29210-6846

Having given satisfactory evidence of the necessary qualifications required by laws of the State of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR

for the Classification(s) and Group Limitation* shown below:

Asphalt Paving-AP5, Concrete Paving-CP5, Grading-GD5, Water & Sewer Plants-WP5, Water & Sewer Lines-WL5

LICENSE NUMBER:.....G12195
Expiration Date:10/31/2022
Initial License Date:01/01/1992

* Group Limitations - \$Amount Per Job:
Group #1 - \$50,000 Group #3 - \$500,000
Group #2 - \$200,000 Group #4 - \$1,500,000
Group #5 - Unlimited



William T. Sumner

Qualifying Party's, (Primary DP displays "PQ"): SEAN T WALKER (CQG.5535 PQ), WILLIAM T SUMNER (CQG.5577 PQ), MR HOWARD B VINSON (CQG.24511 PQ)

It is at the discretion of the licensee to designate whomever they elect to pull permits and conduct business for this license.



**RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING
2020 HAMPTON STREET, SUITE 3064, COLUMBIA, SC 29204-1002**

Project #:RC-526-B-2022	Project Name: Bull Street at Elmwood Avenue Intersection	Date: 6/15/2022
		Time: 10:05 AM

COMPANY NAME	REPRESENTATIVE	EMAIL ADDRESS	TELEPHONE/FAX
Richland County- Procurement	Vernon Lee Daniels- Buyer		2134
Richland County - Procurement	Jennifer Wladischkin- Procurement Director		
Richland County - Transportation	Rasheed Muwwakkil- PM		
Richland County - Transportation	Kimberly Toney - PM		
Richland County - OSBO	Margaret Jones		
Richland County - OSBO	Erica Wade		
DOT	Bart McCarter		
C.R. Jackson	Austin Sarokas		
L-J, Inc.	Hugh Wilson		
Premier	Elaine McKinney- Sub		

***** PLEASE PRINT CLEARLY! IF THE INFORMATION IS NOT LEGIBLE YOUR ATTENDANCE MAY NOT BE CONSIDERED! *****

RC-526-B-2022

Bull St at Elmwood Ave Intersection Project

DUE DATE

7/18/2022 2:00 PM

Total Cost

C.R. Jackson, Inc.

\$ 3,554,748.46

SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET

Small Local Business Enterprises

Small Local Business Enterprises

The COUNTY encourages CONTRACTORS to utilize firms from the COUNTY's SLBE certified directory where applicable. Additionally, the CONTRACTORS must complete the information below on each certified firm and submit it with its Solicitation response.

Information relative to the COUNTY's SLBE Ordinance and its [Directory of Certified SLBEs](http://www.rcgov.us) can be found on the COUNTY's website at: <http://www.rcgov.us>

Information must be completed on this sheet and submitted with bid/proposal.

1.Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm	Scope/Type of Work	2.Estimated Percentage & Amount of Total Contract
J. MOORE ELECTRICAL CONTRACTORS, INC. 450 CEDAR CREEK RD SWANSEA, SC 29160	SLBE	SIGNALIZATION	\$708,818.00 19.91%

I hereby certify that this firm has been contacted and accepted the scope / type of work listed above. Furthermore, I hereby certify that SLBEs listed above are willing to perform the work and that I am committed to utilizing the above firm(s) on this contract. This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct.

Firm Name: C.R. Jackson, Inc.

Signature: Mary Elizabeth Johnson **Date:** 7/18/2022

SWORN before me this 18th day of July, 20 22

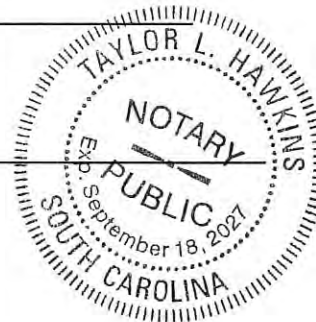
Notary Name (Printed):

Taylor L Hawkins

Notary Signature:

Taylor L Hawkins

My Commission Expires: September 18, 2027







REQUEST OF ACTION

Subject: FY23 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$45,000** for District 7.

B. Background / Discussion

For the 2022 - 2023 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY23, Regular Council Meeting – June 7, 2022: Establish Hospitality Tax discretionary accounts for each district in FY23 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY21-22 be carried over and added to any additional funding for FY22-23.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$ 60,900
The Big Red Barn	\$ 10,000
Talented Tenth	\$ 5,000
Junior League of Columbia	\$ 20,000
Broad River Business Alliance	\$ 5,000
Aja Wilson Foundation	\$ 5,000
Total Allocation	\$ 45,000
Remaining FY2023 Balance	\$ 98,325

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

A RESOLUTION TO APPOINT AND COMMISSION VICTOR ANDRE FLEMMING AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT Victor Andre Flemming is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County’s animal control regulations, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Victor Andre Flemming shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. This appointment shall remain in effect only until such time as Victor Andre Flemming is no longer employed by Richland County to enforce the County’s animal control regulations.

ADOPTED THIS THE 4TH DAY OF OCTOBER, 2022.

Overture Walker, Chair
Richland County Council

Attest: _____
Anette Kirylo
Clerk of Council

SECTION 6-29-710. Zoning ordinances; purposes.

(A) Zoning ordinances must be for the general purposes of guiding development in accordance with existing and future needs and promoting the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare. To these ends, zoning ordinances must be made with reasonable consideration of the following purposes, where applicable:

- (1) to provide for adequate light, air, and open space;
- (2) to prevent the overcrowding of land, to avoid undue concentration of population, and to lessen congestion in the streets;
- (3) to facilitate the creation of a convenient, attractive, and harmonious community;
- (4) to protect and preserve scenic, historic, or ecologically sensitive areas;
- (5) to regulate the density and distribution of populations and the uses of buildings, structures and land for trade, industry, residence, recreation, agriculture, forestry, conservation, airports and approaches thereto, water supply, sanitation, protection against floods, public activities, and other purposes;
- (6) to facilitate the adequate provision or availability of transportation, police and fire protection, water, sewage, schools, parks, and other recreational facilities, affordable housing, disaster evacuation, and other public services and requirements. "Other public requirements" which the local governing body intends to address by a particular ordinance or action must be specified in the preamble or some other part of the ordinance or action;
- (7) to secure safety from fire, flood, and other dangers; and
- (8) to further the public welfare in any other regard specified by a local governing body.