

## SERVICE AGREEMENT

This is an agreement between the Town of Apex (Client) and the School of Government Services (SOG Services), an associated entity of the University of North Carolina at Chapel Hill for participation in the NC Benchmarking Project in 2024, 2025 and 2026.

1. Services. Participation in the NC Benchmarking Project includes:

**Data Collection:** The NC Benchmarking Project annually collects operational and performance data for 11 municipal services from North Carolina municipalities. This data is gathered via a Qualtrics survey.

**Data Audit:** The collected data undergoes a two-phase audit by the NC Benchmarking Project. The first phase involves comparing the submitted data with data from previous years. The second phase involves comparing normalized data with data from other partners.

**Dashboard:** All data is uploaded to an online dashboard for analysis. This dashboard enables flexible data analysis and comparison with past trends and peers. Additionally, raw data from all partners is shared with service departments to facilitate easy analysis.

**Performance Strategy Sessions:** The NC Benchmarking Project hosts performance strategy sessions for all 11 services. Each partner municipality can send up to three members to these sessions. During these sessions, we discuss challenges, innovations, data, and best practices.

**Report:** The findings from the data analysis and strategy sessions are compiled and synthesized into a report.

2. Duration of Services. For participation in the NC Benchmarking Project 2024-2026.

3. Term. The term of this agreement shall be for a period of three (3) years, commencing on January 1, 2024 and ending on December 31, 2026. Either party may terminate this agreement at any time by providing written notice to the other party. In the event of termination, the Client agrees to pay for all services performed by SOG Services up to the date of termination.

4. Compensation. The Client agrees to pay \$10,000 to SOG Services for each year of participation, not to exceed \$30,000 for the three year term.

4. Payments. Payments shall be made to the School of Government Services, upon invoicing from the SOG Services, payable within 60 days of the conclusion of each year of performance, structured as follows:

- Year 1 (January 1, 2024 to December 31, 2024): \$10,000
- Year 2 (January 1, 2025 to December 31, 2025): \$10,000
- Year 3 (January 1, 2026 to December 31, 2026): \$10,000

6. Liaisons. Amanda Grogan shall serve as a liaison for issues concerning this work under this agreement for the Client. Obed Pasha shall serve as liaison for the SOG Services.

Obed Pasha  
Associate Professor  
Public Management  
School of Government Services  
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Amanda Grogan  
Director of Budget & Performance Management  
Town of Apex  
73 Hunter Street, Town Hall  
PO Box 250  
Apex, NC 27502  
919-249-1168  
Amanda.Grogan@apexnc.org

7. Modification, Extension, and Termination.

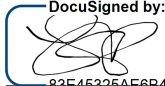
- a. This agreement represents the entire agreement between the parties. It may be modified, extended, or terminated by mutual written consent of the parties.
- b. At any time prior to the termination of the term of this Agreement, either the Client or SOG Services may, with or without cause, terminate this Agreement upon giving thirty (30) days written notice to the other party. In that event, SOG Services will be compensated for all work performed up to the effective date of the termination in accordance with the terms of this Agreement. SOG Services recognizes that at any time, should the Client's funding be discontinued or unavailable, this Agreement may be terminated immediately.

Town of Apex

By: \_\_\_\_\_  
Shawn Purvis  
Interim Town Manager  
shawn.purvis@apexnc.org

\_\_\_\_\_  
Date

School of Government Services

By:  \_\_\_\_\_  
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Lauren G. Partin  
Executive Director, School of Government Services

4/11/2024  
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Date