



LEE COUNTY BOARD OF COMMISSIONERS  
DENNIS WICKER CIVIC CENTER  
1801 NASH STREET  
SANFORD, NC 27330

July 24, 2023

## MINUTES

---

### Roll Call

Present: Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick

Absent: Taylor Vorbeck

### CALL TO ORDER

Chairman Kirk Smith called the meeting to order at 6:00 p.m.

### INVOCATION

Chairman Kirk Smith provided an invocation and led attendees in the Pledge of Allegiance.

### PLEDGE OF ALLEGIANCE

#### I. ADDITIONAL AGENDA

Chairman Smith asked to add item II.V Forestry Services Contract to the Consent Agenda and pull item VI.B Sports Complex Road Names from New Business due to some discrepancies with the proposed road names. It will go back to the Parks and Recreation Advisory Board.

**Motion: Motion to approve the Agenda as amended.**

Mover: Robert Reives

For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick

Absent: 1 - Taylor Vorbeck

Motion Result: Passed

#### II. APPROVAL OF CONSENT AGENDA

**Motion: Motion to approve the Consent Agenda as amended.**

Mover: Cameron Sharpe

For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick

Absent: 1 - Taylor Vorbeck

Motion Result: Passed

**II.A Household Hazardous Waste Services (HHWS)**

Lee County NC 1st agreement extension.pdf

HHW Services Agreement.pdf

Amendment to Household Hazardous Waste Services Agreement.docx

**II.B Acceptance of FY2023 Emergency Management Capacity Building Competitive Grant**

FY2023 CBCG award letter 2394031 Lee County.docx.pdf

**II.C Disaster Debris Management Services Contract Extension Agreement**

CERES Renewal #2 August 18 2024.docx

Lee County NC - Renewal - Thru 2023 - Fully Executed (002).pdf

Pre-Event Contract for Disaster Debris Management Services.pdf

Attachment A Contractor's Price Proposal .pdf

**II.D Minutes from the June 19, 2023 Regular Meeting**

BOC\_Regular\_Meeting\_Minutes\_6-19-23\_HH (1).docx

**II.E Refund and Release Report for June 2023**

Gen Statute 105.docx

RELEASE CODES SPREADSHEET.xls June

Real Property Abatement Report.pdf June

Personal Property Abatement Report.pdf

**II.F ESRI GIS Software for Strategic Services Three (3) Year Renewal**

Esri Master Agreement\_2.pdf

**II.G Appointment of Chairman Kirk Smith as the voting delegate for the NCACC Annual Conference**

**II.H Revision to the Memorandum of Agreement (MOA) between Lee County Schools and the Lee County Health Department**

Final SNIF Nurse MOA FY23-draft.docx

**II.I Contract with Express Services for Community Police**

Deputy Contract Express Services.pdf

**II.J Axon Taser/Body Camera Contract**

MASTER SERVICES AND PURCHASING AGREEMENT.pdf

AXON SHERIFFS' BODY CAMERA.pdf

axon body armor quote.pdf

axon taser quote.pdf

Axon Sole Source July 2023.pdf

**II.K Grant Extension to the NCCARE360 Community Organizations and Network Support Agencies Health Equity Grant for FY 23-24**

NCCARE360 Grantee Agreement CBO Year 2 - Lee County Health Department.docx

**II.L Duke Life Point (DLP) Central Carolina Medical Group, LLC, d/b/a Women's Health Center and Lee County Health Department Contract for FY 23-24**

Maternity Services Contract 06152023.pdf

scan\_wparrish\_2023-06-30-10-23-11.pdf

**II.M Update to Public Records Requests: Policy and Procedures**

N.C. Gen. Stat. \_ 132-6.2.PDF

07-21-08 Public Record Request Policy.pdf

Public Record Policy 7.24.23.pdf

**II.N Purchase of a 2023 RAM 2500 staff vehicle for the Fire Marshal's Office Lee**

Co Fire 23MY RAM 2500 PG589904 Quote 7-12-2023 (version 1).pdf

**II.O Lee County Personnel Policy E-3 Employee Tuition Reimbursement**

Employee Tuition Reimbursement Policy E-3.doc

Tuition Assistance Reimbursement Request.docx

Tuition Assistance Application.docx

**II.P Approval of Budget Amendment #07/24/23/01**

Budget Amendment Packet 07-24-23-1.pdf

**II.Q Tyler Technologies - Munis - Contract Addendum**

Tyler Lee County, NC Munis Contract 1997.pdf

Tyler Munis Software Annual Support - Auto Renewal Agreement Letter

2015.pdf Lee County, NC Amendment EERP 072123.pdf

**II.R Tyler Technologies - SaaS IAS Software - Contract Addendum**

Tyler Contract 1998 - IAS.pdf

Lee County, NC iasWorld SaaS Contract 2013.pdf

Tyler Addendum 08.2022 signed.pdf

Lee County, NC Renewal Amendment EA&T 072123.pdf

**II.S SouthData - Contract Addendum**

SOUTH DATA AGREEMENT 2006.pdf

South Data Agreement 2017.pdf

SouthData Lee County Tax Administration Amendment # 2 FY 23.24.pdf

SouthData Contract Addendum South Data by County FY 23.24.docx

South Data Lee County Tax Administration-Amendment FY 22.23.pdf

## II.T Tax Management Associates, Inc. - Contract Addendum

TMACONTRACT.pdf

TMA.NEW.SIGNED 2013.pdf

Lee County NC Addendum 7-05-2023.doc

Lee County NC Addendum Addition 7-1-2023.pdf TMA

Lee County NC Addendum 8-8-2022 signed.pdf

## II.U Musco Control-Link for Lett Family Park

Lee County Parks Lett Family Park SB CCC CL Retrofits 2023 r1.pdf

Sourcewell Brochure.pdf

Sourcewell Musco.pdf

## II.V Forestry Services Contract

*Added to the Consent Agenda.*

LEE COUNTY FORESTRY CONTRACT 23-24.pdf

## III. PUBLIC HEARING

### III.A Zoning Map Amendment (Rezoning) Application and Staff Report

*Chairman Smith asked for disclosure of any conflict of interest. No conflicts were disclosed.*

*Zoning Administrator Amy McNeill presented the zoning map amendment application and staff report to the Board. A copy of the PowerPoint presented by Ms. McNeill is attached and incorporated into these minutes. The application was submitted by SARVAUSA, LLC to rezone an 8.95-acre portion of a vacant 9.95-acre tract of land addressed as 2917 Airport Road from Sanford Soccer Field Complex Conditional Zoning District to Light Industrial (LI) zoning district to allow the development of the site in a light industrial manner. The 1.00-acre balance is within the City of Sanford's Extraterritorial Jurisdiction (ETJ) and is not included within this rezoning request.*

*Commissioner Andre Knecht arrived at 6:10 p.m.*

*Ms. McNeill said NCDOT will review this plan if it moves forward to the Technical Review Committee. This plan was approved in 2016 with the conditional zoning district for a soccer complex, which is why the applicant would like to rezone the property.*

*Chairman Smith opened the public hearing at 6:12 p.m.*

The following people spoke in favor of the re-zoning request:

- *Akosh Joshi, 833 Claude Laurel Drive, Apex (applicant/small businessowner)*
- *Marguerite Greene, 407 N Judd Parkway NE, Fuquay-Varina*
- *Robert Greene, 130 SE 40<sup>th</sup> St, Oak Island*
- *John Adcock, 202 E Academy St, Fuquay-Varina*

- Steve Malloy, 2615 Bellaire Drive, Sanford
- Bob Joyce, 313 Westport Place, Sanford

*No one spoke against the request.*

*Chairman Smith closed the Public Hearing at 6:26 p.m. and excused the Planning Board to their meeting.*

01-REZ@Airport Rd-BINDER.pdf

#### **IV. PUBLIC COMMENTS**

No public comments were received.

#### **V. OLD BUSINESS**

##### **V.A Request for Approval of Utility Easement Purchase for New Library Sewer Connection**

*Assistant County Manager Jennifer Gamble presented the request for approval of the Utility Easement Purchase for a New Library Sewer Connection. As a part of the construction for the new library an extension of wastewater utilities to service the site is required. County staff has been working with J. Thomas Engineering to evaluate the possible options for sewer connection. The least costly recommendation for connection would require a sewer main extension through the commercial property located at 1919 S. Horner Boulevard (Former Tony's Seafood location). The property is currently owned by Llamas Properties, LLC and is listed for sale. The proposed easement will include approximately 20' of permanent easement and about 40' of temporary construction easement. Staff has been working with TELICS, a company that provides services for easement valuation and acquisition, to determine an estimated value and negotiate proposed terms for the easement. The purchase price for the easement is \$40,000.00.*

Sewer Easement Purchase Agreement.docx

Utility Easement - Sewer for New Library.doc

PRO SEWER ALIGNMENT ON SURVEY (7-13-23).pdf

**Motion: Motion to approve the purchase of the easement and authorize the Chair to sign the purchase agreement.**

Mover: Robert Reives

For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick

Absent: 1 - Taylor Vorbeck

Motion Result: Passed

#### **VI. NEW BUSINESS**

##### **VI.A Tax Collector's Annual Settlement**

*Tax Administrator Michael Brown presented the Tax Collector's Annual Settlement. Mr. Brown expressed gratitude towards staff for their hard work, resulting in a*

*99.19% collection rate. As part of the settlement, the governing board charges the Tax Collector with collecting taxes for the current fiscal year and for prior fiscal years with unpaid taxes. This charge gives the Tax Collector the authority to use enforced collection measures and it gives legal notice that the tax lien is first in priority. Mr. Brown said the County does contract with an outside agency that conducts appraisals for commercial properties, which staff reviews as well.*

*Commissioner Knecht asked Mr. Brown to prepare information of the total original appraised amounts for the commercial and industrial properties from the 2023 reappraisal and the total amounts after the hearings and adjustments. Mr. Brown will provide this information to the Board once it is compiled.*

Affidavit July 2023.pdf

Tax Collectors Report for FY 2023.pdf

Historic Analysis Chart.pdf

Resolution Approving the Tax Collectors Annual Settlement.pdf

Order of the Board of Commissioners to Collect Taxes.pdf

GS\_105-321.pdf

GS\_105-364.pdf

GS\_105-373.pdf

**Motion: Motion to accept the settlement, adopt the resolution, and charge the Tax Collector with collecting all 2023 taxes.**

Mover: Robert Reives

For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick

Absent: 1 - Taylor Vorbeck

Motion Result: Passed

VI.B Permission for the Lee County Libraries to allow alcohol sales during the POP!-con Event on August 19th, 2023

*Assistant Library Services Director Christopher Luetzger presented the request for Permission for the Lee County Libraries to allow alcohol sales during the POP!-con Event on August 19, 2023. As part of the event, there will be special guest entertainers, demonstrations, games, activities, and vendors set up on the library and Presbyterian church parking lot properties. Two vendors have requested to sell sealed alcohol (mead and cider) at the event and will offer 1/2-ounce samples upon request to potential buyers over age 21. No alcoholic beverages will be allowed to be consumed on the properties. The vendors will be required to obtain the necessary North Carolina Alcohol Beverage Permit for this one-day event. However, Lee County, as the owner of the property, must submit an application for a temporary use permit to the Planning/Zoning Department. Commissioner Knecht asked if there have been any issues in the past with sealed alcohol sales and samples, and Mr. Luetzger advised there were not. The vendors know to explain to customers that the sealed beverages must remain sealed while on the property. The Library has required the vendors to post signs with this information previously and will require this again this year. The vendors will be located on Library property in the handicapped parking spaces.*

Temp Use Permit for 2023 POP!-con.pdf

Vendor Details 2023 POP!-con.pdf  
POP!-CON POSTER JULY 2023 FINAL.pdf

**Motion: Motion to approve and grant permission to the Lee County Libraries to allow alcohol sales and 1/2 samples at the Pop!-Con event on August 19, 2023 and authorize the County Manager to sign any paperwork on behalf of the County.**

Mover: Dr. Andre Knecht

For: 4 - Dr. Andre Knecht, Cameron Sharpe, Kirk Smith, Bill Carver

Against: 2 - Robert Reives, Mark Lovick

Absent: 1 - Taylor Vorbeck

Motion Result: Passed

#### VI.C Amended Animal Services Ordinance

*County Attorney Whitney Parrish said the amendments to the Animal Service Ordinance have been completed by the attorneys to reflect the Consolidation of the Health and Social Services departments and any reference to the Board of Health has now been modified to Consolidated Human Services Agency Board. These amendments will allow the Ordinance to convey the duties and responsibilities of the new CHSA Board. The CHSA Board approved this request at their July 12th Board meeting. These changes to the ordinance do not require a public hearing to be held by the Commissioners, per statute; however, the Board has held public hearings for the animal ordinance changes in the past. Staff does not feel it is necessary to hold a public hearing because the changes are minimal. Ms. Parrish said this would be considered a first reading and it will come back to the Board for a second reading at the August 21st meeting. The City of Sanford has adopted the County's ordinances in the past, and staff will send the City an updated copy once the amended ordinance has been adopted.*

Lee County Animal Services Ordinance-WP 6.6.23.rtf

**Motion: Motion to proceed with updating the ordinance to reflect the changes due to the Consolidation.**

Mover: Robert Reives

For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick

Absent: 1 - Taylor Vorbeck

Motion Result:

### VII. MANAGERS' REPORTS

#### VII.A Monthly Financial Reports

*Finance Director Candace Iceman provided the preliminary monthly financial report for June 2023 and sales tax revenues received through April 2023. The County is 8% above revenues for the same period last fiscal year.*

June 2023.pdf

APRIL 2023.pdf

#### VII.B County Manager's Monthly Report for July 2023

*County Manager Lisa Minter provided her monthly report for the month of July, a copy of which is attached and incorporated into these minutes. Assistant County Manager Jennifer Gamble gave a brief update on the Horton Park pool. She said there is no official opening date yet, but cleanup has occurred. A leak has been identified in the pool and staff will have an impedance test conducted for potential electrical issues. Ms. Gamble said the pool is clear and looking good, and staff are hopeful that the pool can open in August. She also noted that it is important to hold the pool contractor accountable and ensure everything is done correctly. Ms. Minter discussed using ARPA revenue loss money earmarked for a training room at the Government Center and instead use it for office space for additional employees due to Medicaid expansion. Staff is looking into the cost estimates now and will bring this back to the Board. Staff will also provide road name information at a future meeting for the Multi-Sports Complex. Ms. Minter then formally introduced Ryan Faulk, the Deputy Director of General Services who previously served as County's Soil Conservationist Supervisor.*

County\_Managers\_Monthly\_Report\_7-24-23 BOC Meeting.docx

Parks and Rec\_5.22.23 Minutes.pdf

Parks and Rec\_6.26.23 Agenda.pdf

Permit\_Issuance\_Summary-June 2023.pdf

Library\_2023\_June\_Director\_Report.pdf

Library\_Level Up! July 2023.pdf

Tax\_Monthly Managers Report June 2023.docx

TRC Agenda\_July [07.06.23].pdf

## **VIII. COMMISSIONERS' COMMENTS**

*Assistant County Manager Jennifer Gamble noted that staff is calculating all accruing costs and damages for the Horton Park pool project.*

*Chairman Smith asked Sanford Area Growth Alliance Senior Director of Economic Development Bob Joyce to introduce the new Economic Development Director of Todd Tucker to the Board.*

## **IX. CLOSED SESSION**

**Motion: Motion to go into Closed Session per N.C. General Statute § 143318.11(a) (4) to discuss matters relating to the location or expansion of business and per N.C. General Statute § 143318.11(a)(6) to consider the qualifications, competence, performance, or condition of appointment of a public officer or employee or prospective public officer or employee.**

Mover: Dr. Andre Knecht

For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick

Absent: 1 - Taylor Vorbeck

Motion Result: Passed

IX.A Closed Session — Economic Development



IX.B Closed Session — Personnel

**Motion: Moved to go back into Open Session. The Board went back into Open Session at 7:25 p.m.**

Mover: Dr. Andre Knecht

For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick

Absent: 1 - Taylor Vorbeck

Motion Result: Passed

**ADJOURN**

**Motion: Motion to adjourn. The Board adjourned at 7:28 p.m.**

Mover: Cameron Sharpe

For: 5 - Dr. Andre Knecht, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick

Absent: 2 - Robert Reives, Taylor Vorbeck

Motion Result: Passed



Kirk Smith, Chair  
Lee County Board of Commissioners

ATTEST:



Hailey Hall, Clerk to the Board



STATE OF NORTH CAROLINA  
COUNTY OF LEE

AMENDMENT TO HOUSEHOLD HAZARDOUS WASTE SERVICES BETWEEN  
THE COUNTY OF LEE AND MXI ENVIRONMENTAL SERVICES, LLC  
ENTERED INTO ON the 19<sup>th</sup> DAY of JULY, 2023.

This Amendment of the Contract made between the County of Lee and MXI Environmental Services, LLC:

**Article 2: Term of Agreement**

The term of this contract will be extended for an additional period of one (1) year ending September 21, 2024. All other terms and conditions of this section remain the same.

**Article 5: Fees & Rate Adjustments**

Fees and rate adjustments have been made according to the terms and conditions of the Contract. All fees and rates are outlined in Attachment 1 of this Amendment.

All other Terms and Conditions of the entire contract remain the same.

In witness whereof, the County and Contractor have executed this contract amendment as of this day and year first written:

COUNTY OF LEE

BY: Kirk Smith  
Kirk Smith, Chair  
Lee County Board of Commissioners

ATTEST:

Hailey Hall  
Hailey Hall  
Clerk to the Board of Commissioners

DATE: 7/19/23



MXI Environmental Services, LLC

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

DATE: \_\_\_\_\_

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

Candace Iceman  
Candace Iceman, Finance Officer

Service #1 Annual Household Hazardous Waste Collection Day

**NOTE:** Proposals will be evaluated based on cost per pound for supplies used and items collected for reuse, reclaim or disposal. Please itemize costs per item, per pound unless specifically noted otherwise. Unit costs must be specified using Table 1 as contained herein.

Total cost for mobilization/demobilization: \$ 3500.00

**TABLE 1: Unit Fees for Lee County HHW**

WASTE DESCRIPTION	UNITS	DISPOSAL FACILITY	DISPOSAL TECHNOLOGY	UNIT PRICE*
Paint (in cans)	lb.	MXI Environmental Services LLC	Fuel Blend	0.28
High BTU Liquids	lb.	MXI Environmental Services LLC	Fuel Blend	0.28
Low BTU Liquids	lb.	MXI Environmental Services LLC	Fuel Blend	0.28
Aerosols	lb.	MXI Environmental Services LLC	Fuel Blend	0.83
Loose pack Caustics	lb.	MXI Environmental Services LLC	Treatment	0.83
Loose pack Acids	lb.	MXI Environmental Services LLC	Treatment	0.83
Loose pack Flammables	lb.	MXI Environmental Services LLC	Fuel Blend	0.60
Loose pack Oxidizers	lb.	MXI Environmental Services LLC	Incineration	1.93
Lab pack Reactive	lb.	MXI Environmental Services LLC	Incineration	3.30
Lab pack Organics	lb.	MXI Environmental Services LLC	Incineration	1.10
Florescent Light Tubes	4' bulb 8' bulb	MXI Environmental Services LLC	Recycle	0.83 1.65
Compact Florescent Bulbs	lb.	MXI Environmental Services LLC	Recycle	1.65
Mercury Debris (thermometers, switches, etc)	lb.	MXI Environmental Services LLC	Recycle	2.20
NiCd Batteries	lb.	MXI Environmental Services LLC	Recycle	1.05
Alkaline Batteries	lb.	MXI Environmental Services LLC	Recycle	1.05
Lithium Batteries	lb.	MXI Environmental Services LLC	Recycle	3.30
Used Motor Oil/Antifreeze	gal.	MXI Environmental Services LLC	Recycle	1.10
Oil Filters	filter	MXI Environmental Services LLC	Recycle	0.55
Propane Gas Cylinders- Handheld	cyl.	MXI Environmental Services LLC	Recycle	5.50
Cylinders – Other	cyl	MXI Environmental Services LLC	Recycle	Case by case
Asbestos	lb.	MXI Environmental Services LLC	landfill	0.28
Fire Extinguishers	ext.	MXI Environmental Services LLC	Recycle	5.50

Pesticides, herbicides, fungicides and insecticides will be disposed of by North Carolina Department of Agriculture at a later date. The contractor may be responsible for collecting, segregating, preparing and transporting said items to a Lee County facility. The cost for this service to the County is as follows:

\$ no charge

\*The unit price must be inclusive of all materials, labors, transportation and disposal beyond the scope of the mobilization/demobilization cost. Any costs, such as minimums (ex. \$75.00 minimum per 5 gallon pail) must be clearly spelled out in cost proposal.

**Service #2 Latex Paint Recycling Services**

<u>Description</u>	<u>Unit Size</u>	<u>Unit Price</u>
Latex Paint	55 Gallon Drum	<u>140.00</u>

Unit Price to include the following:

- Pickup at location designated by Lee County
- Transportation necessary to deliver all materials and pickup wastes
- Materials (drums) for packaging paint including any required labels.

Describe any other fees that may be applicable \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

We understand and agree to execute the proposal as presented, if awarded the contract, per all specifications, terms and conditions outlined with the RFP document.

## **HOUSEHOLD HAZARDOUS WASTE SERVICES AGREEMENT**

This **HOUSEHOLD HAZARDOUS WASTE SERVICES AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into this 21st day of September, 2020 by and between MXI Environmental Services, LLC a Virginia corporation, with a place of business at 26319 Old Trail Road, Abingdon, VA 24210 (hereinafter referred to as the "Contractor") and Lee County, North Carolina, a North Carolina body politic and corporation (hereinafter referred to as the "County").

**WHEREAS**, the County desires to ensure the economical and environmentally sound management of household hazardous wastes; and

**WHEREAS**, the County desires to conduct a Household Hazardous Waste Collection Program annually on the first Saturday of November, to provide a convenient place where citizens of Lee County can dispose of household hazardous wastes; and

**WHEREAS**, the County desires to hire a professional contractor knowledgeable and experienced in conducting such waste management programs; and

**WHEREAS**, the Contractor has represented that it is staffed with personnel knowledgeable and experienced in conducting such a waste management program which is in compliance with and meets all the requirements of applicable federal and state laws and regulations pertaining to the collection, transportation, and disposal and/or recycling of household hazardous waste.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed as follows:

### **ARTICLE 1 Exclusive Arrangement**

The County agrees to utilize the Contractor as the exclusive provider of the services as outlined in Article 3 for the term of this Agreement, and the Contractor agrees to provide said services.

### **ARTICLE 2 Term of Agreement**

The term of the Agreement shall be for a three (3) year period commencing upon the date of the execution of the Agreement and ending three (3) years from the effective date unless otherwise terminated under another clause of the Agreement. The terms of the Agreement may be renewed

for two (2) additional one (1) year periods by mutual agreement of the parties expressed in writing prior to the conclusion of the then current term.

### **ARTICLE 3**

#### **Scope of Services**

The Contractor shall perform in a good and professional manner the services as identified in and according to its Proposal submitted in response to the County's Request for Proposals for Household Hazardous Waste Services. Said Proposal is included in this Agreement as Attachment A.

### **ARTICLE 4**

#### **Generator**

The Contractor shall accept title to Wastes upon its representative's agreement to accept such Waste for handling. In all other circumstances and at all other times all Wastes at the Site shall be the property of the County. Title to the waste shall pass to the Contractor upon acceptance of said waste. The Contractor shall be deemed to be the "Generator," for record keeping and paperwork purposes, of all Wastes accepted by the Contractor for handling under this Agreement.

### **ARTICLE 5**

#### **Fees & Rate Adjustments**

All fees for services, as outlined in Attachment A, shall remain fixed throughout the initial three (3) year term of the Agreement. The Contractor shall be entitled to a rate adjustment commencing upon the renewal of the Agreement for each of the two (2) additional one (1) year periods.

### **ARTICLE 6**

#### **Payment to Contractor**

The County agrees to pay at the rates specified in Attachment A for services satisfactorily performed in accordance with this contract. Unless special arrangements have been agreed to between the County and the Contractor, the Contractor shall submit an itemized invoice to the County after the performance of services. Payment will be processed on the 15<sup>th</sup> of the month if received by the 2<sup>nd</sup> of said month contingent upon approval of the invoice by the County. Said invoice shall include an itemized list by specific waste.

**ARTICLE 7**  
**Non-Appropriation of Funds**

Notwithstanding anything contained in the Agreement to the contrary, no default of the terms of the Agreement shall be deemed to have occurred if adequate funds are not appropriated by the County Board of Commissioners during a subsequent fiscal period during the term of the Agreement so as to enable the County to meet its obligations hereunder. In such event, the County will promptly notify the Contractor of the non-appropriation and the Agreement will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the County, which is attributable to non-appropriation of funds shall constitute a breach of or default under the Agreement.

**ARTICLE 8**  
**Independent Contractor**

Both the County and the Contractor agree that the Contractor shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this contract. Accordingly, the Contractor shall be responsible for payment of all Federal, State and local taxes arising out of the Contractor's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment insurance taxes, and any other taxes or business license fees as required.

In performing the services, the Contractor is acting as an independent contractor and shall perform services in accordance with currently approved methods and practice in the Contractor's professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

**ARTICLE 9**  
**Force Majeure:**

Neither party shall be liable for any delay in or inability to perform its obligations hereunder if immediate notice is given thereof and if the delay or inability is due to any event beyond the reasonable control of such party such as but not limited to, acts of God, fire, flood, storm, explosion, riot, war, strike, or other labor troubles, government orders or regulations or any other circumstances of a like or different nature.

**ARTICLE 10**  
**Indemnification**

The Contractor will indemnify and hold harmless the County and all of its agents and employees from and against any and all claims, losses, damages, injuries, costs (including court costs and reasonable attorney's fees), charges, liabilities or exposure (collectively, "Losses"), however

caused, resulting from, arising out of or in any way connected with a willful or negligent act or omission of the Contractor, its officers, agents, and servants in its or their performance under this Agreement or the non-performance of the terms or the Contractor's obligations under this Agreement; provided, however, that the Contractor will not be liable for any Losses to the extent caused, resulting from or arising out of or in any way connected with a willful or negligent act or omission of the County, its elected and appointed officers, agents, servants and employees.

The Contractor shall be fully responsible to the County for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the Contractor is for the acts and omissions of persons directly employed by it.

#### **ARTICLE 11 Damage Claims**

The Contractor shall be responsible for any damage to real or personal property to the extent caused by the Contractor's employees, agents or servants in performing the Services under this Agreement.

The Contractor shall notify the Point of Contact for the County, or his/her authorized representative, of any damage claims as soon as practicable. The Contractor shall provide the Point of Contact for the County or his/her authorized representative with a full written explanation of the resolution of the damage claim.

#### **ARTICLE 12 Insurance**

The Contractor shall at all times during the Term maintain in full force and effect Worker's Compensation, Employer's Liability, Automobile Liability, General Liability and Pollution Legal Liability coverage written by insurance companies licensed to do business in the State of North Carolina. The Contractor agrees to furnish the County with Certificates of Insurance or other evidence reasonably satisfactory to the County to evidence that such insurance has been procured and is in force. Such certificates will contain a provision that the policies will not be cancelled without providing the County with thirty (30) days written notice. Insurance coverages will be in at least the following amounts:

- Worker's Compensation - Statutory;
- Employer's Liability - \$1,000,000 per occurrence;
- General Liability (bodily injury and property damage) - \$1,000,000 per occurrence, \$2,000,000 annual aggregate combined single limit;
- Automobile Liability - \$5,000,000 per occurrence combine single limit;
- Contractor Pollution Legal Liability - \$5,000,000 per occurrence, \$10,000,000 aggregate;



- Pollution Legal Liability for sudden and accidental occurrences - \$5,000,000 per occurrence, \$10,000,000 annual aggregate;
- MCS-90 Endorsement for hazardous materials transportation - \$5,000,000. An excess liability policy (Umbrella) may be used in conjunction with specific policies to satisfy required limits.
- The Contractor shall maintain liability insurance in the amount of at least \$1,000,000 covering The Contractor's obligations under this Agreement, including but not limited to injuries and damages arising out of vandalism, theft, fire, and explosion at the Site.

### **ARTICLE 13 Licenses**

The Contractor certifies that, on the day of collection, transportation, and disposal of the Waste, it or its subcontractors will have:

- A. Valid Environmental Protection Agency ("EPA") identification numbers for collection, packaging, transportation, storage and disposal of hazardous and acutely hazardous wastes; and
- B. A valid North Carolina or other applicable permits for all of the above activities; and
- C. Any other license or permit required by federal or state law to engage in the activities provided for herein.

### **ARTICLE 14 Health and Safety**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all from the work and other persons who may be affected thereby.

### **ARTICLE 15 Non-Discrimination in Employment**

Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or nation origin. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled, terminated or

suspended in whole or in part by the County, and Contractor may be declared ineligible for further County agreements/contracts.

**ARTICLE 16**  
**Compliance with Law**

Contractor warrants that it will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under this Agreement, including, without limitation, the Fair Labor Standards Act of 1938, as amended, the Equal Employment Opportunity Clause prescribed by Executive Order 11246 dated September 24, 1965 as amended, and any rules, regulations or orders issued or promulgated under such Act and Order. Contractor shall indemnify and save and hold County from and against any and all claims, damages, demands, costs and losses which the County may suffer in the event that vendor fails to comply with said Act, Order, rules, regulations or orders. Contractor further warrants that all goods and services sold hereunder will comply with and conform in every respect to the standard applicable to the use of such goods and services under the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and any regulation to be included in a contract of the type evidenced by this document shall be deemed to be incorporated herein.

**ARTICLE 17**  
**Governing Body**

This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Middle District of North Carolina.

**ARTICLE 18**  
**Completeness of Agreement**

This Agreement and any documents incorporated by reference herein contain all the terms and conditions agreed by the County and the Contractor, and no other agreements, oral or otherwise regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto unless executed by both parties.

**ARTICLE 19**  
**Right to Require Performance**

The failure of the County at any time to require performance by Contractor of any provisions hereof, shall in no way affect the right of the County thereafter to enforce same. Nor shall

waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

**ARTICLE 20**  
**Severability**

If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

**ARTICLE 21**  
**Modification**

No modification of this Agreement shall be binding on the Contractor or the County unless set out in writing and signed by both parties.

**ARTICLE 22**  
**Termination**

Either party may terminate this Agreement, with or without cause, upon sixty (60) days prior written notice to the other. In the event of termination, any work in progress will continue to completion. The County shall pay for any such work in progress that is completed by the Contractor.

**ARTICLE 23**  
**Notice**

A letter addressed and sent by certified United States mail to either party at its business address shown herein, shall be sufficient notice whenever required for any purpose in this Agreement.

Point of Contact for County:

Lee County General Services  
ATTN: Joseph T. Cherry, Solid Waste Superintendent  
805 S. Fifth Street  
Sanford, NC 27330

Point of Contact for Contractor:


MXI Environmental Services, LLC  
ATTN: Peggy Snead  
26319 Old Trail Road  
Abingdon, VA 24210

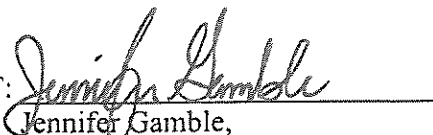
**ARTICLE 24**  
**Assignability**

The County and the Contractor bind themselves and any successors and assigns to this Agreement. Neither party may assign this Agreement, or any portion thereof, without the prior written consent of the other party. This paragraph shall not prevent either party from using agents or sub-contractors for the performance of services under this Agreement.

**IN WITNESS WHEREOF**, this Household Hazardous Waste Services Agreement is made and entered into as of the date first set forth above.

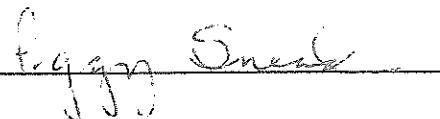
LEE COUNTY

By:   
Amy M. Dalrymple, Chair  
Lee County Board of Commissioners

ATTEST:  (Seal)  
Jennifer Gamble,  
Clerk to the Board of County Commissioners

MXI Environmental Services, LLC

By:  (Seal)

ATTEST: 

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

By:   
Lisa G. Minter,  
Finance Officer/Deputy County Manager

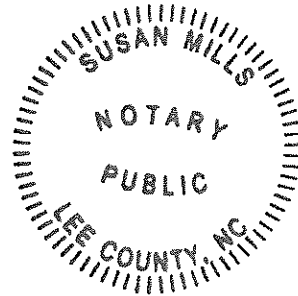
STATE OF NORTH CAROLINA  
COUNTY OF LEE

I, a Notary Public of the County and State aforesaid, certify that Jennifer Gamble came before me this day and acknowledged that she is the Clerk of the Lee County Board of Commissioners and that by authority duly given and as the act of the Board of Commissioners of Lee County, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by her as its Clerk.

Witness my hand and stamp and seal, this 21 day of September, 2020.

Susan Mills (seal)  
Notary Public

My Commission expires: 5-20-23



Virginia  
STATE OF NORTH CAROLINA  
COUNTY OF Washington

I, Peggy Sneed, a Notary Public of the County and State aforesaid, certify that Ronald Peter, came before me this day and acknowledged that (s)he is the Managing Member of MXI Environmental Services, LLC and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Managing Member, sealed with its corporate seal and attested by him/herself as its Witness.

Witness my hand and stamp and seal, this 7th day of October, 2020.

Peggy Ann Sneed (seal)  
Notary Public 186933

My Commission expires: 04/30/2023

PEGGY ANN SNEAD  
NOTARY PUBLIC  
REGISTRATION NO. 186933  
COMMONWEALTH OF VIRGINIA  
My Commission Expires April 30, 2023

Agreement for Contract Extension  
STATE OF NORTH CAROLINA, COUNTY OF LEE

**Contract Title: RFP# 4712-01-19 PROPOSAL FOR DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES**

**Contract Term:** August 19, 2019 through August 18, 2022

**Renewal Number:** 2

**Renewal Period:** August 19, 2023- August 18, 2024

**Contractor:** Ceres Environmental Services Inc  
6968 Professional Pkwy.  
Sarasota FL 34240

**Description of Renewal Notice:**

In accordance with the original contract, **RFP# 4712-01-19 PROPOSAL FOR DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES** all specifications, terms and conditions are to remain the same during the contract extension period. Pursuant to this extension agreement, the contract is hereby being renewed through to August 18, 2024.

Accepted by the following authorized representatives on behalf of State of North Carolina, County of Lee and the Contractor, Ceres Environmental Services Inc.

**CERES ENVIRONMENTAL SERVICES INC.**

Sign: \_\_\_\_\_  
Tia Laurie, Corporate Secretary

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

**State of North Carolina, County of Lee**

Sign: Kim D. Smith  
Authorized Representative

KIM D. SMITH  
Printed Name:

CHAIRMAN  
Title:

Date: 25 July 2023

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

Candace Herman  
Finance Officer, Lee County

## **PRE-EVENT CONTRACT FOR DISASTER DEBRIS MANAGEMENT SERVICES**

THIS CONTRACT entered into this 19th day of August, 2019 by and between Lee County North Carolina, a political subdivision of the State of North Carolina (hereinafter referred to as the "County"), and Ceres Environmental Services, Inc. hereinafter referred to as the "Contractor".

WHEREAS, it is in the public interest to provide for the expedient management of storm debris within the County of Lee and to provide recovery Technical Assistance to the appointed and elected officials resulting from a future natural or manmade disaster; and

WHEREAS, the County of Lee has in the past suffered the full force and effects of major storms and the resulting destruction brought upon the County of Lee by such storms or events; and

WHEREAS, without being able to quickly remove storm debris, the Health and Safety of all the citizens could be at serious risk; and

WHEREAS, the immediate economic recovery of the County of Lee and its citizens after a natural or manmade disaster is a major concern and the primary priority for recovery; and

WHEREAS, the immediate availability of experienced prime disaster debris management contractors may be severely limited during a natural or manmade disaster; and

WHEREAS, the Contractor has the experience, equipment, manpower, general ability, and resources, as well as the necessary permits and licenses to perform all related debris and other storm services; and

WHEREAS, the County of Lee and the Contractor have agreed to the Scope of Services, pricing schedule, terms, conditions and technical specifications as set out in this competitive Contract; and

THEREFORE, said parties do agree to the following stipulations, conditions and technical specifications.

### **ARTICLE 1 TERM OF CONTRACT**

This Contract shall be for a base period of three (3) years with an option to renew for up to two additional one (1) year periods, upon consent of all parties. This Contract shall only be used on an "as needed" basis as determined solely by the County. Should the term of this Contract expire during an event where work has been commenced, but not completed, the terms and conditions of this Contract shall continue until the completion of all work authorized prior to the expiration of the term.

**ARTICLE 2  
NATURE OF RELATIONSHIP**

The Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of the County and shall not represent itself in any way as an agent of the County. The Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Contract. The Contractor further understands and acknowledges the following:

- (1) That it will receive no compensation other than as outlined in this Contract and is not subject to nor eligible for any benefits which may be offered by County to its employees, including, but not necessarily limited to vacation pay, sick leave, insurance coverage or retirement plan participation.
- (2) Its Services provided in accordance with this Contract are an independent calling or occupation.
- (3) Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- (4) Contractor furnishes its own equipment and supplies.
- (5) To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.

**ARTICLE 3  
ANNUAL APPROPRIATIONS AND FUNDING**

This agreement may be subject to the annual appropriation of funds by the Lee County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service. Payment for services under contract by this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. The selected Contractor shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award.

**ARTICLE 4  
SCOPE OF SERVICES**

The primary purpose of this scope of work is to maintain the public health, safety, and well-being of the County during the response to an emergency situation, as well as to restore the public areas of the County to a normal condition. The Contractor understands and agrees that



debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible. The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process or dispose of debris that is unrelated to disaster damage. Direction by the County in this proposal shall also mean direction by the Monitor.

The services which the Contractor shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

#### 4.1 GEOGRAPHIC ASSIGNMENT

The geographic boundary for work by the Contractor shall be directed by the County and will be limited to properties located within the County's legal jurisdiction.

#### 4.2 EMERGENCY ROAD CLEARANCE

The Contractor will be responsible for the removal of debris from the primary transportation routes as directed by the County. These debris "push" activities include, but are not necessarily limited to the cutting, tossing, stacking and/or pushing of storm debris from the primary transportation routes. The emergency road clearance operation shall be for a period not to exceed 70 contract hours after a declared disaster event.

#### 4.3 DEBRIS REMOVAL FROM PUBLIC PROPERTY

3.2.1 The Contractor will be responsible for the removal of vegetative debris, construction and demolition debris ("C & D Debris"), or other eligible debris from public rights-of-way and other public properties.

3.2.2 At the direction of the County trees, limbs and debris (including fallen trees) which are located partially on or above public property or rights-of-way shall be cut at the right-of-way line or property line, and the public portion only shall be removed under this contract.

3.2.3 Contractor will also be responsible for the removal of debris beyond the limits of public rights-of-way as necessary to abate imminent and/or significant threats to public health and safety of the community, when directed by the County.

#### 4.4 DEBRIS REMOVAL FROM PRIVATE PROPERTY

Removal of debris from private properties shall be directed by the County only when an imminent threat to life, safety and health is present on private property. This item will require prior approval of the Federal Emergency Management Agency (FEMA) and will be

monitored for strict compliance with federal regulations regarding eligibility for reimbursement costs.

#### 4.5 OWNERSHIP OF DEBRIS

Unless otherwise directed by COUNTY, titled or registered debris (such as vehicles or boats) will not be loaded and removed by CERES and such titled or registered debris shall not become property of CERES.

#### 4.6 DEBRIS MANAGEMENT SITES (DMS)

4.6.1 The Contractor will identify, prepare and maintain a sufficient number of DMSs to accept and process all eligible debris. The County shall assist in the identification of DMSs. Preparation and maintenance of DMS shall include, but not necessarily be limited to:

- (1) The Contractor shall provide to the County a pre-use condition report to include soil test, photos and other evidence of prior use and conditions;
- (2) All approach and interior haul roads;
- (3) Dump pads and lined temporary storage areas for household hazardous waste, fuels and other materials that can contaminate soils, runoff or groundwater; and,
- (4) An inspection tower sufficient for the monitoring of all incoming and exiting traffic shall be built according to USACE specifications and shall comply with standard OSHA requirements and local codes.
- (5) The Contractor shall maintain DMSs in accordance with appropriate use standards, safety standards, and regulatory requirements.
- (6) The Contractor shall provide to the County all appropriate and required permits from the NC Department of Environment and Natural Resources or other regulatory agencies. If the Contractor, upon approval of the County, elects to incinerate eligible debris the Contractor shall furnish to the County copies of required burn permits from the local Fire Chief or other regulatory agencies.

4.6.2 All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but not necessarily be limited to: reduction by tub grinding or chipping and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated into the following categories:

- (1) Vegetative and clean, woody debris;
- (2) Construction and demolition debris;
- (3) White goods;
- (4) Recyclable debris; and,

(5) Household hazardous wastes.

4.6.3 Debris collected by Contractor at rights-of-way, at discretion of County, may be hauled directly to the nearest lawfully permitted solid waste management/recycling facility, bypassing the DMS.

4.6.4 The Contractor shall restore DMSs to pre-storm conditions using the pre-use condition report as a basis and obtain appropriate releases from the NC Department of Environment and Natural Resources or other regulatory agencies.

#### 4.7 GENERATED HAZARDOUS WASTE ABATEMENT

The Contractor will be responsible for the abatement of hazardous waste identified by the County in accordance with all applicable federal, state and local laws, standards and regulations.

#### 4.8 HAZARDOUS OR CONDEMNED STRUCTURES

The Contractor will be responsible for the demolition of hazardous or condemned structures that are deemed by the County to be an imminent threat to life, safety and public health according to FEMA Disaster Assistance Policy (DAP) 9523.4 Demolition of Private Structures.

#### 4.9 WHITE GOODS

The Contractor may expect to encounter white goods available for recycling. White goods will constitute household appliances as defined in FEMA 325 Debris Management Guide. The Contractor will handle the disposition of all white goods encountered in accordance with applicable federal, state and local laws. Proper disposal of Freon is essential.

#### 4.10 HAZARDOUS STUMPS

The Contractor shall remove all stumps according to FEMA Disaster Assistance Policy (DAP) 9523.11 Hazardous Stump Extraction and Removal Eligibility.

#### 4.11 STUMP ROOT BALL HOLES

The Contractor will be responsible for the backfilling of stump root ball holes upon direction of the County. This clean fill dirt shall be compacted as directed by the County.

#### 4.12 CANAL/WATERWAY DEBRIS REMOVAL

Contractor shall remove eligible storm debris from drainage canals, ditches and waterways at direction of County.

#### 4.13 STORM-DEPOSITED SOILS

The Contractor will be responsible for the loading and hauling of eligible storm-deposited soils (e.g., silt, sand, or mud).

#### 4.14 LOADING OF DEBRIS

No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, and loading departure time. All loads hauled shall be full and well compacted. The loading of all debris onto transportation vehicles shall be done by mechanical means.

#### 4.15 DEBRIS DISPOSAL

The Contractor will be responsible for the disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state and local laws, standards and regulations.

#### 4.16 DOCUMENTATION AND INSPECTIONS

All debris shall be subject to inspection by the County. Inspections will be to insure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. The Contractor and the County will have in place at the DMS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS(s). The Contractor will assist the County in preparation of any required FEMA and state reports for any potential reimbursement through the training of County employees and the review of documentation prior to submittal. The Contractor will work closely with the County to ensure that eligible debris collection and data documenting appropriately address concerns of any likely reimbursement agencies including but not limited to the North Carolina Division of Emergency Management, FEMA and other applicable state and federal agencies.

#### 4.17 WORK SITES

The County will establish and approve all sites that the Contractor will be allowed to use. The Contractor will remove all eligible debris and leave the site from which debris was removed in a clean and neat condition. The condition of the work site shall be equal to the original condition of the site.

#### 4.18 NON-DISASTER RELATED DEBRIS

The Contractor shall not be required or paid to remove, process or dispose of debris that is unrelated to disaster damage.

#### 4.19 TECHNICAL SUPPORT

Contractor shall provide to the County disaster recovery technical program management assistance relating to reimbursement of eligible damage costs from federal and state agencies when available.

### ARTICLE 5 DOCUMENTATION AND REPORTING

5.1 Truck/Trailer Certification: All trucks and/or trailers to be used in debris removal operations must be measured to determine capacity and documented on a Truck Certification Form by a monitor assigned by the County and working independently of the Contractor. The Truck Certification Form must include, but not necessarily limited to the following information:

- Capacity of hauling bed (CY)
- License plate number
- Truck identification number
- Brief physical description of the truck/trailer
- Photographs
- Driver information
- Owner information
- Name of person completing measurements and form

5.2 Load Tickets: A "load ticket" will be utilized as the primary debris tracking document. The form of the ticket shall be approved by the County and shall include at a minimum the following information:

- Ticket Number
- Contract Number
- Date
- Contractor Name
- Truck Number
- Truck Capacity
- Truck Driver Name
- Loading Location
- Loading Time
- Unloading Location
- Unloading Time
- Debris Classification
- Debris Quantity
- Monitor Name(s) and Signature(s)

Load tickets shall be accepted by the County as the certified, original source documents to account for the measurement and accumulation of the volume/tonnage of debris delivered and processed at the debris management site. The ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These load tickets will also be utilized for debris haul out for final disposal. These tickets will be the basis of any electronic generated billing and/or report(s).

- 5.3 Reports The Contractor shall submit to the County periodic written reports as agreed upon by the parties to this Contract. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the County and shall accompany each pay request.
- 5.4 Additional Supporting Documentation The Contractor shall submit reports and/or other documentation regarding, but not necessarily limited to debris loading, hauling, disposal and load capacity measurements as may be required by the County and/or other Governmental entities to support requests for debris project reimbursement from external funding sources.
- 5.5 Report Maintenance Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, and debris reporting tickets and contract correspondence for a period of not less than seven (7) years.
- 5.6 Contract File Maintenance The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of seven (7) years or the period of standard record retention of the County, whichever is longer.

## ARTICLE 6 SUBCONTRACTORS

- 6.1 Definition A subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the work. Nothing contained in this Contract shall create any contractual relationship between the County and any subcontractor.
- 6.2 Local Preference Contractor will make every effort to utilize and employ local subcontractors whenever possible, provided that these local contractors hold proper license and insurance credentials for the intended work. For purposes of this project, local shall be defined to mean the jurisdictional boundaries of Lee County.

6.3 Contractor shall be responsible for the compliance of all subcontracting parties with the terms of this Contract and with any applicable local, State or federal laws or regulations. Contractor shall not employ any subcontractors who are on any State and/or Federal listing of debarred contractors. Contractor shall be solely responsible for timely paying its subcontractors. The County reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Contractor is encouraged to seek minority and women-owned business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by this Contract, and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion, Contractor shall promptly replace such subcontractor, subject to the County's approval of the new subcontractor.

6.4 Subcontractual Relations By an appropriate written agreement, the Contractor shall require each subcontractor to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor by these Documents, assumes toward the County. Said agreements shall preserve and protect the rights of the County under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractor.

The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractors.

6.5 Subcontractor Interfacing The Contractor shall be the single point of interface with all subcontractors for the County and all of its agents and representatives. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the County of their validity and reasonableness, acting in the County's best interest prior to requesting approval of each change order from the County. Before any work is begun on any change order, a written authorization from the County must be issued. However, when health and safety are threatened, the Contractor shall act immediately to remove the threat to health and safety.

6.6 Responsibilities for Acts and Omissions The Contractor shall be responsible to the County for the acts and omissions of his employees and agents and his subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Contractor.

6.7 Subcontracts to be provided The Contractor shall furnish to the County a list of all subcontractors that it intends to utilize for the project and a copy of each subcontract, including the general supplementary conditions no later than five (5) days after the Notice to Proceed and every Tuesday and Friday during debris operations. Contractor shall also include a clear description of the percentage of the work the contractor intends to subcontract out.

**ARTICLE 7  
FUNDING OUT CLAUSE**

In the event of a disaster, County may elect to remove debris with County forces, to activate this Contract, or to contract separately for debris removal.

**ARTICLE 8  
CONDITIONS OF WORK**

The Contractor must inform himself fully of the conditions relating to the execution of the project and the employment of labor thereon. Failure to do so will not relieve the Contractor of his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar, as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruptions of or interference with the work of any other contractor(s).

**ARTICLE 9  
LAWS AND REGULATIONS**

All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the scope of work of the project shall apply to this Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**ARTICLE 10  
FORCE MAJEURE**

It is mutually understood and agreed that the Contractor shall be waived of its obligations under the contract during any period or periods of time when acts of God, war or public enemy render impossible its performance under the contract. In such case, the Contractor shall give the County prompt oral notification followed by written notice of the particulars and estimated duration of said Force Majeure.

**ARTICLE 11  
PAYMENT TO CONTRACTOR**



- 11.1 Contractor shall be paid for the Services rendered and accepted in accordance with the unit prices specified in ATTACHMENT A: "Contractor's Price Proposal" attached hereto for eligible debris. To receive payment under this Contract, Contractor shall submit an invoice to the County's Representative for the debris hauled to each disposal site, which shall be calculated from load tickets that are issued by County representative at each site.

Contractor shall be paid solely on the tickets issued and verified by the Monitor for the County at the disposal facilities. All loads hauled shall be full and well compacted. When a load is delivered, the driver shall provide the County's Monitor with the load ticket. The Monitor at the disposal site will rate each load as a % of fully loaded capacity as predetermined through truck or trailer bed measurement by the Monitor. The capacity of all trucks and/or trailer beds will be independently certified by the monitor designated by the County prior to the commencement of debris hauling.

- 11.2 Contractor shall furnish and pay the cost of all the necessary materials and shall furnish and pay for all the superintendents, labor, tools, equipment, transportation and perform all other work required for the removal of all disaster debris, as defined herein, in strict accordance with this Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

- 11.3 Contractor acknowledges that the County will apply for FEMA and/or State assistance. Therefore, Contractor represents that it will perform all Services hereunder in a manner, time and place so as to insure and be consistent with such reimbursement by those agencies to the County. County reserves the right to withhold amounts owed to County by Contractor from any payments due to Contractor from County.

- 11.4 All invoices shall include at a minimum the following information:

- Contractor's Name
- Contract Number
- Project Worksheet Number (PW #)
- Disaster Number
- Location and/or site of work
- Category of Work (FEMA Categories A-G)
- Period Covered
- Brief description of type of work performed
- Debris Quantities and Type

All invoices shall be delivered to the monitoring firm first for review. No invoice shall have either multiple PW #'s or Category of Work or be for a period exceeding 30 days.

- 11.5 Contractor shall submit Applications for Payment to the County in a timeframe as agreed upon by the parties to this Contract. Within ten (10) calendar days after receipt of each

Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor's indicating, in writing, the reason for refusing to approve payment. In the event of a total denial and return of the Application for Payment by the County, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved: Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due to insure against timely completion of the project and/or undiscovered damage to public or private property. Any interim interest on such sums shall accrue to County.

Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

Each Application for Payment shall be accompanied by Release and Affidavit showing that all material, labor, equipment, and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

- 11.6 Contractor shall not be paid to handle, process, or dispose of debris that is unrelated to disaster damage. Further, Contractor shall bill the County and be paid only for eligible debris that originates within County.
- 11.7 The County does not guarantee Contractor a specific amount of work under this Contract or a specific amount of compensation hereunder.
- 11.8 Contractor shall not charge any resident, business or institution for work performed under this scope of work, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of work.
- 11.9 Contractor shall clearly include the words "final invoice" on Contractor's final billing to the County. This statement by Contractor shall constitute Contractor's certification that all services have been properly and completely performed by Contractor and all charges and costs have been properly invoiced to the County and that all such charges are for Eligible Services. Since this account will thereupon be closed, any and all further charges if not properly included on this final invoice shall be deemed waived by Contractor.

**ARTICLE 12  
INSPECTION BY CONTRACTOR**

Contractor represents that it has inspected the areas where Debris is to be collected and removed and is familiar with the roadway system within the jurisdiction of the County, roadway widths, and other factors that will affect the work to be performed and has not relied on any representation of conditions made by any officer, agent or employee of the County.

Contractor understands that any information provided by the County is meant only to assist the Contractor and Contractor agrees to rely on its own knowledge and investigation and not any assistance provided by County. Contractor acknowledges that it is prepared for potentially adverse working conditions including, but not limited to, limited fuel supplies, limiting housing availability, limited food and water supplies, and wet and muddy conditions, and that these factors were considered in determining the costs originally agreed upon by the parties.

**ARTICLE 13  
HOURS OF WORK**

Contractor recognizes that, at the time this Request for Proposals was prepared, the time period for reimbursement by FEMA for debris removal is limited. The Contractor shall operate during daylight hours coordinating with landfills, unless otherwise directed by the County's designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk. Contractor shall devote such time, attention and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project. Contractor shall notify Monitor by close of business each Thursday whether weekend work is anticipated. If a truck is loaded too late in the day to travel to the disposal site, a load ticket may be written for a full load only.

**ARTICLE 14  
LOCAL PREFERENCE**

In choosing materials related to its services under this Contract, the Contractor shall give preference to materials grown, produced, prepared, made or manufactured in the State of North Carolina. Contractor will make every effort to utilize and employ local subcontractors, equipment rental, supplies and other locally available resources. For purposes of this project, local shall be defined to mean the jurisdictional boundaries of Lee County.

**ARTICLE 15  
TIME OF THE ESSENCE**

- 15.1 Contractor understands that the deadline for reimbursement by FEMA is limited, and that time is of the essence in the performance of this Contract.

- 15.2 Contractor agrees to provide necessary performance bond, payment bond and insurance certificates and commence the performance of services under this Contract no later than seventy-two (72) hours after execution hereof.
- 15.3 Contractor agrees to work diligently to complete this Contract at the earliest possible date; however, in no event shall the time period for Completion of this contract exceed 90 days from Notice to Proceed for complete performance in every respect under this Contract, unless the County initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.
- 15.4 Both parties pursuant to applicable federal, state and local law will equitably negotiate subsequent changes and completion time.

**ARTICLE 16**  
**INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION**

- 16.1 Indemnity Contractor agrees to indemnify and save harmless the County, its officers, agents, monitors, representatives, employees and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorneys fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the Contractor, its agents or employees (including those of any of his sub-contractors) in the performance of work under this Contract.
- 16.2 Contractor's Insurance
- 16.2.1 The Contractor shall not commence any work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of North Carolina.
- 16.2.2 Worker's Compensation Insurance - Contractor shall provide Workers Compensation Insurance and maintain at its expense during the term of this Contract, in accordance with workers compensation laws of the State of North Carolina, including occupational disease provisions, for all of the Contractor's employees, and in case any work is sublet, Contractor shall require any such subcontractor similarly to provide Workers Compensation Insurance, including occupational disease provisions, for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. In case employees engaged in hazardous work under this contract are not protected

under the Workers Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected. Any uninsured subcontractors are hereby deemed to be covered by the Contractor's workers compensation coverage.

16.2.3 Contractor's Public Liability and Property Damage Insurance The Contractor shall procure and maintain during the duration of this Contract, Contractor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Contractor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Contract, whether such operations are by the Contractor or a subcontractor of the Contractor, and said insurance shall name as additional insured, waive and hold harmless the County and the Monitor. Insurance shall be written with limits of liability of not less than the following:

(a) Debris Removal Manager's Comprehensive General Liability Coverages, Bodily Injury & Property Damage	\$1,000,000.00 Each Occurrence, Combined Single Limit
(b) Automobile Liability Coverages, Bodily Injury & Property Damage	\$1,000,000 Each Occurrence, Combined Single Limit
(c) Excess Liability, Umbrella Form	\$4,000,000 Each Occurrence, Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

16.2.4 Subcontractor's Public Liability and Property Damage Insurance - The Contractor shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

~~16.3 County's and Contractor's Protective Liability Insurance~~

~~The Contractor shall procure as a cost of the project and furnish a County and Contractor's Protective Liability Insurance Policy with the following minimum limits:~~

*TNL AMD*

<del>(a) Bodily Injury Liability &amp; Property Damage Liability</del>	<del>\$1,000,000 Each Occurrence Combined Single Limit</del>
--	--

16.4 "XCU" (Explosion, Collapse, Underground Damage

The Contractor's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

16.5 Broad Form Property Damage Coverage, Products & Completed Operations Coverages

The Contractor's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.

16.6 Contractual Liability Work Contracts

The Contractor's Liability Policy shall include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Contract.

16.7 Indemnification Rider

16.7.1 The Contractor shall indemnify and hold harmless the County and the Federal Government and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

16.7.2 In any and all claims against the County and the Federal Government or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

16.8 Certificate of Insurance

The County shall be furnished proof of coverage of Insurance as follows:

Certificate of Insurance form will be furnished to the County along with the Contract Documents. These shall be completed and signed by the authorized North Carolina Resident Agent, and returned to the office of the General Services Director. This Certificate shall be dated and show:

- (1) The name of the insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- (2) Statement that the Insurer will mail notice to the County at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy.
- (3) Certificate of Insurance shall be in the form as approved by County Risk Manager and such Certificate shall clearly state all the coverages required in this Section commencing at 15.2 and ending with 15.9.4.
- (4) Certificate of Insurance shall state that the County is listed as additional insured on all appropriate policies.
- (5) Copy of the endorsement or additional insured rider to the General Liability Policy.
- (6) Date of Birth of authorized Resident Agent.

#### 16.9 Waiver of Subrogation

- 16.9.1 The County and the Contractor waive all rights against each other, for damages caused by perils covered by insurance provided under Article 15.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the County and Contractor as trustees. The Contractor shall require similar waivers from all subcontractors and their sub-subcontractors.
- 16.9.2 The County and Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Contractor shall require similar waivers from all subcontractors and their sub-subcontractors.
- 16.9.3 The County waives subrogation against the Contractor on all property and consequential loss policies carried by the County on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- 16.9.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner

of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

**ARTICLE 17  
PERFORMANCE BONDS**

Prior to beginning work, Contractor agrees to provide the County with performance bond payable to, in favor of, or for the protection of the County for the work to be performed under this Contract in an amount not less than 100% of the estimated contract amount, unconditioned for the full and faithful performance of this Contract. All insurance or bonds required under the terms of this Contract and General Conditions shall be issued by company licensed to do business in the State of North Carolina.

**ARTICLE 18  
PAYMENT BOND**

Prior to beginning work, Contractor agrees to provide the County with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in an amount not less than the estimated contract amount.

**ARTICLE 19  
REMEDIES**

19.1 Right to Cover

If the Contractor fails to meet any completion date or resolution time set forth in this Agreement, and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is able to resume performance under this Agreement; and,

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

19.2 Right to Withhold Payment



If the Contractor materially breaches any provisions of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

19.3 Specific Performance and Injunctive Relief

The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction within the State of North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

19.4 Other Remedies

Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other remedy available.

**ARTICLE 20  
TERMINATION**

20.1 Termination without Cause

The County may immediately terminate this Agreement at any time without cause by giving written notice to the Contractor. If the County with written notice to Contractor terminates this Contract, the Contractor shall be paid for the eligible work performed to the time of termination.

20.2 Termination with Cause

Either party may terminate this Agreement upon the occurrence of one or more of the following events:

- (1) The other party violates or fails to perform any covenant, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty days of receipt of written notice of default from the non-defaulting party.

The termination of this Contract by the County for inadequate performance shall not relieve Contractor of any obligations and liabilities that have accrued at the time of such termination. If this Contract is so terminated, the County shall be liable only for goods or services then delivered by Contractor and accepted by the County. Such termination shall be effective as of the date and time designated by the County.

- (2) The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof.
- (3) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it.

#### 20.3 Termination by Contractor

Contractor may terminate this Contract upon thirty (30) days written notice to the County, provided, however, that during such thirty (30) days (or until earlier release by the County), Contractor shall continue to diligently perform all of its duties hereunder.

#### 20.4 Completion of Contract

This contract shall be deemed to have been completed in accordance with its terms when the County notifies Contractor that all Debris has been removed to the satisfaction of the County.

### **ARTICLE 21 PERSONNEL**

Contractor represents and warrants to the County that Contractor has, or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this Contract. Such personnel shall not be deemed to be employees or agents of the County or to have any contractual relationship with the County. All services required of Contractor hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. Any changes or substitutions in Contractor's key personnel must be approved in advance by the County. Contractor represents and warrants to the County that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Contractor shall remove from the work described in this Contract any person the County deems to be incompetent, careless or otherwise objectionable. Provide in the Contractor's Technical Proposal, the number of personnel that will be secured to provide the services described herein broken into categories of job titles.

**ARTICLE 22  
SAFETY**

- 22.1 Contractor understands and acknowledges that it will be working in congested areas. Contractor shall employ flag men and other necessary measures to protect the public and shall be fully responsible for implementing safety measures in performing its work under this Contract. Contractor will provide necessary traffic control measures.
- 22.2 Contractor shall be responsible for the conduct and actions of all of its employees and subcontractors. Contractor's employees and subcontractors shall not exhibit any pattern of discourteous behavior to the public or otherwise act in a manner contrary to the best interests of the County.
- 22.3 Contractor shall employ and utilize sufficient manpower and equipment to assure that work zone safety is in keeping with all requirements established by the Federal Highway Administration's Manual for Work Zone Safety. The County reserves the right to curtail work efforts until unsafe practices are corrected. Contractor shall present to the County, within 48 hours of the execution of this Contract, a copy of emergency procedures designed to facilitate prompt notification of emergency response personnel in the event of accidents or injuries to employees or other persons associated with or in proximity to work zones. It shall be the responsibility of Contractor to make assurances that any and all equipment and/or vehicles used in connection with the work hereunder meet applicable federal, State, and local laws and regulations regarding the use of such vehicles and equipment on public roadways.

**ARTICLE 23  
FEDERAL AND STATE TAXATION**

Contractor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to work performed under or contemplated by this Contract and all other applicable taxes.

**ARTICLE 24  
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties and their respective successors and assigns; provided, however, that this Contract may not be assigned by Contractor without the prior written consent of the County, which consent may be withheld at the sole and absolute discretion of the County. No provision hereof shall be deemed to create any personal liability on the part of any officer, agent, or Monitor for the County, nor shall this Contract be deemed to create any rights or benefits to any person other than the County or Contractor.

**ARTICLE 25  
PROGRESS REPORTS**

Contractor shall provide progress reports to the County on a weekly basis or more frequently as requested by the County. Such reports shall contain, at a minimum, total cubic yards collected, daily totals, and description of the geographical areas being addressed by the Contractor.

**ARTICLE 26  
DEFAULT**

Either party shall be in default hereunder upon the failure to perform any material provision hereof. In the event of a default by the County, Contractor shall be entitled to exercise any and all rights and remedies available under the laws of the State of North Carolina. In the event of a default by Contractor, the County shall be entitled to exercise any or all of the following remedies, alone or in conjunction with others: (a) the termination of this Contract; (b) the withholding of the retainage specified herein to be applied to damages incurred by reason of such default; and (c) the exercise of all other rights and remedies available under the laws of the State of North Carolina.

**ARTICLE 27  
CREDIT**

Contractor shall not pledge the County's credit or make the County a guarantor for payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 28  
PERFORMANCE**

Contractor shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the County, Such performance by Contractor shall be in compliance with all applicable local, State and federal laws and regulations.

**ARTICLE 29  
DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

Contractor shall deliver to the County or its designated representative for approval and acceptance, prior to the County's final payment hereunder, all documents and material prepared and/or utilized by Contractor in connection with this Contract. All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County, or at its expense, will be kept confidential by Contractor and will not be disclosed by Contractor to any other person or entity, either directly or indirectly, without the County's prior written consent, unless otherwise required by lawful court order, after a hearing at which the County is represented. All drawings, maps, sketches, programs, data bases, reports and other data developed, produced, created or purchased under or pursuant to this Contract for or at the County's expense shall be and remain the County's sole property and may

be reproduced at the discretion of the County. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made relating to disclosure or ownership of documents and information, shall survive the execution, delivery, and termination of this Contract.

**ARTICLE 30  
ACCESS AND AUDITS**

Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least seven (7) years following completion of this Contract. The County and Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration and performance of this Contract. This information shall be made accessible at Contractor's local place of business in County, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in County, it shall be Contractor's responsibility to insure that all required records are provided to the County at Contractor's expense.

**ARTICLE 31  
NONDISCRIMINATION**

Contractor represents and warrants that all of its employees are and shall be treated equally during employment by Contractor without regard to race, color, religion, physical handicap, sex, age or national origin.

**ARTICLE 32  
SEVERABILITY**

If any term or provision of this Contract shall be held to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 33  
MODIFICATIONS OF WORK**

33.1 The County reserves the right to make changes in the Services, including alterations, reductions or additions thereto. Upon receipt by Contractor of the County's notification of a contemplated change, Contractor shall (a) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change, (b) notify the County of any estimated change in the completion date, and (c) advise the County in writing if the contemplated change shall affect Contractor's ability to meet the completion dates or schedules of this Contract. If the County instructs in writing, Contractor shall suspend work on that portion of the services affected by a contemplated

change, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties

- 33.2 Emergencies In any emergency affecting the safety of persons or property, the Contractor shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in this article.

#### **ARTICLE 34 MONITORING OF CONTRACT FOR DEBRIS REMOVAL**

The County shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections, metering of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each evening of the number of work crews and disposal sites that will need assigned monitors, 24 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. County may increase or decrease the number of monitors provided to the Contractor to meet the needs of the debris removal effort. The contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site specifically for this project, as described or approved equivalent. The tower shall be of sound construction and of scaffolding, constructed according to USACE specifications and shall comply with standard OSHA requirements and local codes. The tower is for the purpose of a monitor to view and grade loads. FEMA and/or the County may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances.

#### **ARTICLE 35 NON-EXCLUSIVE CONTRACT**

This Contract shall be non-exclusive and the County may procure the services contemplated hereby from other sources at the County's discretion.

#### **ARTICLE 36 CONTRACT LANGUAGE**

Use of the masculine includes feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Contract.

**ARTICLE 37  
INCORPORATION OF CONTRACT DOCUMENTS**

The Contract between County and Contractor shall consist of this document and all exhibits referenced herein, the Request for Proposal and the Contractors' Response to the Request for Proposal. If the documents are in conflict, the order of precedence shall be as follows: Pre-Event Contract for Disaster Debris Management Services with Exhibits, Request for Proposals for Disaster Debris Management and Removal Services, then the Contractor's Response to the Request for Proposals. None of the provisions, terms and conditions contained in this Contract may be added to, deleted from, modified, superseded or otherwise changed, except by written instrument executed by the parties hereto.

**ARTICLE 38  
AMENDMENTS**

This Contract may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

**ARTICLE 39  
ARBITRATION**

Any controversy or claim or dispute arising out of, or relating to this Contract, or its breach, venue for any and all disputes shall be Lee County, North Carolina. This agreement shall be governed by the laws of North Carolina.

**ARTICLE 40  
NOTICES**

Any communications to be given hereunder by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested as follows:

Point of Contact for Lee County:

Joseph T. Cherry, Solid Waste Superintendent  
Lee County Department of General Services  
805 S. Fifth Street  
Sanford, NC 27330  
919-718-4622 ext. 5381  
Email: [joseph.cherry@leecountync.gov](mailto:joseph.cherry@leecountync.gov)

Point of Contact for Contractor:

Michelle Kentula, Contracts Administrator  
Ceres Environmental Services, Inc.  
6968 Professional Parkway East  
Sarasota, FL 34240  
941-402-1147  
Email: [michelle.kentula@ceresenv.com](mailto:michelle.kentula@ceresenv.com)  
(Or such other person or address as Contractor shall have designated by due notice to County).

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated five (5) days after deposit in the mail, postage prepaid, certified, in accordance with this Section.

**ARTICLE 41  
NON-WAIVER**

Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.

**ARTICLE 42  
GOVERNING LAW**

The validity, interpretation and performance of this Contract and of its provisions shall be governed by the laws of the State of North Carolina.

**ARTICLE 43  
COUNTY POLICY**

The County of Lee opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their workforce and subcontractors and vendors under County contracts.

**ARTICLE 44  
EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Contractor agrees as follows:

- 44.1 The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education



Amendments of 1972, the Age Act of 1975, and CERES agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

- 44.2 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions.
- 44.3 The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or handicap.
- 44.4 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 44.5 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 44.6 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders
- 44.7 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

44.8 The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

**ARTICLE 45  
JOINT RESOLUTION JURISDICTION**

Nothing herein shall prohibit this Contract from being utilized for performance of disaster related activities by any political subdivision within the State of North Carolina.

**ARTICLE 46  
HAZARD MITIGATION GRANT INCENTIVE**

The County agrees to allow the Contractor to complete any hazard mitigation projects for which the Contractor has secured funding.

**ARTICLE 47  
FEDERAL CLAUSES**

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to said Contract. This Section identifies the federal requirements that may be applicable to said Contract. The Contractor will be responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for Federal awards (Uniform Rules) codified at 2CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any subagreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

**47.1 Rights to inventions made under a contract or agreement.**

- (1) Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- (2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- (3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

**47.2 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

- (1) In accordance with 2 C.F.R. § 200.321, the Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps for the prime contractor to take regarding subcontractors must include:
  - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (3) Contractor shall sign the Statement of Compliance - Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

**47.3 Debarment and Suspension:**

The County and the Contractor are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Contractor. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, sub-part C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**47.4 Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)**

Contractors who bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient. Contractor shall sign the Byrd Anti Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements form.

**47.5 DHS Seal, Logo, and Flags**

The contractor shall not use the Department Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**47.6 Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**47.7 No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**47.8 Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**47.9 Procurement of Recovered Materials**

The County and the Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

#### **47.10 FEMA Requirements**

##### **47.10.1 Change or Modification.**

To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Contractor shall comply with the following:

##### **CHANGE IN THE WORK OR TERMS OF THE PROJECT DOCUMENTS**

- (1) Without invalidating the contract, the County reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders or Change Orders.
- (2) The Contract Administrator shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.

- (3) Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the County's Procurement Code, as amended from time to time.

#### **47.10.2 Access to Records**

- (1) All contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DRS Standard Terms and Conditions, v 3.0, if XXVI (2013).
- (2) The contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (4) The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

#### **47.11 Contract Work Hours and Safety Standards Act**

- A. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- B. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- C. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

D. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.



- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **47.12 Clean Air and Federal Water Pollution Control Act**

Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

##### **47.12.1 Clean Air Act**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### **47.12.2 Federal Water Pollution Control Act**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

COUNTY OF LEE

By: Amy M Dalrymple (SEAL)  
Amy Dalrymple, Chairman  
Lee County Board of Commissioners

ATTEST:  
By: Jennifer Gamble  
Jennifer Gamble  
Clerk to the Board of Commissioners

CERES ENVIRONMENTAL SERVICES, INC.

By: Tia Laurie (SEAL) NOSEAL  
Tia Laurie, Director of Administration

ATTEST:  
By: Michelle Kertel

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

Lisa G Minter  
Lisa G Minter

Date: 8/20/19

## BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING


Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



---

Signature of Contractor's Authorized Official

Tia Louers - Director of Administration

Name and Title of Contractor's Authorized Official

9/12/2019

Date

**STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES, WOMEN'S  
BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

The undersigned CONTRACTOR hereby swears under penalty of perjury that CONTRACTOR took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated Sept. 12, 2019

Ceres Environmental Services, Inc

Contractor

By [Signature]

(Signature)

By Tia Laurie, Director of Administration

(Name and Title)

STATE OF FL )

) SS.

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 2019, by Tia Laurie who is personally known to me or who has produced NA identification and who did/did not take an oath.

WITNESS my hand and official seal, this 12<sup>th</sup> day of September, 2019.

(NOTARY SEAL)

Michelle L. Kentula

(Signature)

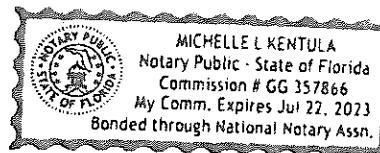
Michelle L. Kentula

(Print Name)

Contract administrator

(Title)

My commission expires: July 22, 2023



SECTION 7  
CONTRACTOR'S PRICE PROPOSAL

This price proposal form must be completed, signed and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.

Proposal of Ceres Environmental Services, Inc.  
(Name of Proposer)

6968 Professional Parkway East  
(Address of Proposer)

Sarasota, FL 34240

(800) 218 - 4424  
(Business Phone)

(866) 228 - 5636  
(Fax Number)

dawn.brown@ceresenv.com  
(E-Mail Address)

(hereinafter called "Contractor"), authorized to do business under the laws of the State of North Carolina, proposes to the County of Lee, North Carolina, (hereinafter called "County").

The Contractor, in compliance with your invitation for proposals for:

**DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES**

Having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. Unbalanced bids will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the County and to fully complete the work in the Contractual period of time allotted.

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

**PROPOSED FEE SCHEDULE**

**DEBRIS REMOVAL, PROCESSING AND DISPOSAL**

Item No.	DESCRIPTION	COST (U.S. Dollars)	UNIT
1	C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Site (DMS), based on one-way haul distance		
	0-15.9 miles	\$8.24	Cubic Yd
	16-30.9 miles	\$8.84	Cubic Yd
	31-60 miles	\$9.87	Cubic Yd
2	Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling to DMS, based on one-way haul distance		
	0-15.9 miles	\$8.48	Cubic Yd
	16-30.9 miles	\$8.84	Cubic Yd
	31-60 miles	\$9.48	Cubic Yd
3	C&D Direct Haul to Final Disposal site from Public Property right of way (non DMS option)		
	0-15.9 miles	\$78.28	Tons
	16-30.9 miles	\$83.98	Tons
	31-60 miles	\$93.77	Tons
4	Stumps greater than 24 inch diameter - Removal from public property right of way and Hauling to DMS, based on one-way haul distance (stump volume shall be calculated using FEMA approved conversion table)		
	0-15.9 miles	\$19.48	Cubic Yd
	16-30.9 miles	\$19.68	Cubic Yd
	31-60 miles	\$19.98	Cubic Yd
5	Vegetative Direct Haul to Final Disposal site from Public Property right of way (non DMS option)		
	0-15.9 miles	\$8.68	Cubic Yd

	16-30.9 miles	\$9.04	Cubic Yd
	31-60 miles	\$9.98	Cubic Yd
6	Disaster deposited silt, mud, or sand, hauled from the designated site to DMS or site of final disposition		
	0-15.9 miles	\$10.58	Cubic Yd
	16-30.9 miles	\$11.97	Cubic Yd
	31-60 miles	\$14.94	Cubic Yd
7	Re-Haul of C&D or reduced vegetative material of previously documented Debris from DMS to site of final disposition		
	0 - 15.9 miles	\$4.68	Cubic Yd
	16 - 30.9 miles	\$4.98	Cubic Yd
	31 - 60.9 miles	\$5.58	Cubic Yd
	61 - 119.9 miles	\$5.89	Cubic Yd
	120 -150 miles	\$6.95	Cubic Yd
8	Cutting of standing tree determined by County to be hazardous (Cutting only). Tree to be measured 4 ½' above ground.		
	6 - 11.99 inch diameter	\$55.00	tree
	12 -23.99 inch diameter	\$118.00	tree
	24 - 35.99 inch diameter	\$168.00	tree
	36 - 47.99 inch diameter	\$218.00	tree
	48 inch diameter and greater	\$258.00	tree
9	Cutting and/or removal of Dangerous Hazardous Limbs from tree (must be greater than 2" at point of break to be eligible)(cutting only).	\$94.00	tree
10	Cutting fallen trees on public right of way (if extending from private property, tree is cut from point of entry to ROW)	\$20.00	tree
11	Hazardous Stump Extraction. Each stump to be measured 2 feet from mean ground level. This item is for extraction fee and backfilling of stump root ball holes with suitable soil material only. For hauling purposes, stumps will be converted to cubic yard measurement and hauled under vegetative rate		



	>24 - 35.99 inch diameter	\$165.00	each
	36 - 48 inch diameter	\$215.00	each
	48 inch diameter and greater	\$265.00	each
12	Collection and hauling of eligible White Goods including but not limited to refrigerators, stoves, water heaters, washer, dryer, etc. to County's permanent white goods staging area.	\$57.00	Per unit
13	Staging collection and hauling to County designated solid waste facility of Refrigerator Contents or spoiled food	\$65.00	ton
14	DMS preparation, comprehensive management, material handling and reclamation of DMS. Includes, constructions of roadway at site, traffic control and inspection tower(s) as needed, maintenance throughout life of project, loading of debris, sorting, segregation, preparation for re-haul and special equipment for handling materials. Close-out work includes reclamation and restoration by removal of constructions.	\$1.74	Per Cubic Yd
15	Reduction of DMS Materials by Grinding	\$2.36	Per Cubic Yd
16	Reduction of DMS Materials by Incineration.	\$0.94	Per Cubic Yd
17	Load and Haul of storm deposited soils (silt, sand or mud)	\$11.97	Per Cubic Yd
18	Clearing debris from ditches and drainage canals		
	1 foot to 10 feet (average width)	\$15.35	per linear ft.
	10.1 to 20 feet (average width)	\$15.85	per linear ft.
	20.1 to 35 feet (average width)	\$17.33	per linear ft.
	Greater than 35 feet (average width)	\$19.79	per linear ft.
19	Collection, hauling, and final disposal of dead animal carcasses.	\$0.96	per lb.

Private property debris removal (right of entry work) upon private property, if authorized as eligible by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry document executed by the private property owner.

**ADDITIONAL SERVICES PROVIDED AT NO COST:**

- A. *Training and Assistance*- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. *Preliminary Damage Assessment*- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. *Mobile Command Unit*- The Contractor shall provide use of the mobile command unit for County's debris recovery management personnel to serve as a field, operations command center.
- D. *Temporary Storage of Documents*- The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- E. *Debris Planning Efforts*- The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include but are not limited to identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- F. *Reporting and Documentation* - The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs. In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

**No amount of work is guaranteed under this contract.**

Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards of debris and established units other material is removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed. All payments made to the Contractor shall be subject to a 5% retainage and will be retained for a minimum of sixty (60) days after completion of all contract work to insure against timely completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the County reserves the right to reject any or all proposals. Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within twenty-four (24) hours.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal. All items proposed and installed under this procurement must be new and unused and in undamaged condition.

Respondent understands that the County reserves the right to reject any or all offers and to waive informalities in the proposal. The proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals. The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Ceres Environmental Services, Inc.  
Name of Company

  
Signature of Officer

Dawn Brown  
Name of Officer

Assistant Corporate Secretary  
Title of Officer

STATE OF NORTH CAROLINA  
COUNTY OF LEE

**SECOND AMENDMENT TO PRE-EVENT CONTRACT FOR  
DISASTER DEBRIS MANAGEMENT SERVICES**

The County of Lee (hereinafter referred to as the "County") and Ceres Environmental Services, Inc. (hereinafter referred to as the "Company") entered into a contract for pre-event disaster debris management services on August 19, 2019. An amendment to the original contract was signed on December 16, 2019, amending Article 4.1 and removing Article 6.2 and Article 14. The Parties wish to make the following second amendment to the original contract:


**Article 1: Term of Contract**

The term of this contract will be extended for an additional one (1) year period ending August 18, 2023. All other terms and conditions of this section remain the same.

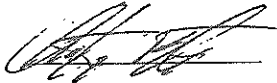
**All other terms and conditions of the entire contract remain the same.**

In witness whereof, the County and Contractor have executed this contract amendment as of this day and year first written:

CERES ENVIRONMENTAL  
SERVICES, INC.

BY:   
Tia Laurie / Corporate Secretary

ATTEST:

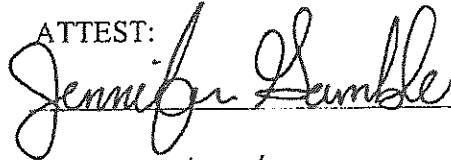


DATE: 6/9/2022

COUNTY OF LEE

BY:   
Kirk D. Smith, Chairman

ATTEST:



DATE: 6/6/2022

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

  
Lisa Minter, Finance Director





May 9, 2023

Mr. Don Kovasckitz  
County of Lee  
115 Chatham St  
Sanford, NC 27330-4387

Dear Don,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

Small Government Enterprise Agreement

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri  
Attn: Customer Service SG-EA  
380 New York Street  
Redlands, CA 92373-8100

e-mail: [service@esri.com](mailto:service@esri.com)  
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jessie White



Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

**Quotation # Q-486266**

Date: May 9, 2023

Customer # 16038 Contract # ENTERPRISE AGREEMENT

County of Lee  
 Land Records  
 115 Chatham St  
 Sanford, NC 27330-4387

ATTENTION: Don Kovasckitz  
 PHONE: (919) 718-4663 x5445  
 EMAIL: dkovasckitz@leecountync.gov

*To expedite your order, please attach a copy of this quotation to your purchase order.  
 Quote is valid from: 2/13/2023 To: 8/12/2023*

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$32,000.00	\$32,000.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	\$44,000.00	\$44,000.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	\$56,700.00	\$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
Subtotal:				\$132,700.00
Sales Tax:				\$9,289.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
<b>Total:</b>				<b>\$141,989.00</b>

Upon acceptance of the offer, Lee County agrees to commit to the three-year term. Esri will invoice Lee County for the annual fee, in advance, each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Jessie White	<b>Email:</b> jwhite@esri.com	<b>Phone:</b> (909) 793-2853 x7945
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAAPS">https://go.esri.com/MAAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

WHITEJ

**This offer is limited to the terms and conditions incorporated and attached herein.**





Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

**Quotation # Q-486266**

Date: May 9, 2023

Customer # 16038 Contract # ENTERPRISE AGREEMENT

County of Lee  
 Land Records  
 115 Chatham St  
 Sanford, NC 27330-4387

ATTENTION: Don Kovasckitz  
 PHONE: (919) 718-4663 x5445  
 EMAIL: dkovasckitz@leecountync.gov

To expedite your order, please attach a copy of this quotation to your purchase order.  
 Quote is valid from: 2/13/2023 To: 8/12/2023

The following items are optional items listed for your convenience.  
 These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
174382	5	\$851.00	\$4,255.00
Esri Training Pass per Day One Year Term			

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Jessie White	<b>Email:</b> jwhite@esri.com	<b>Phone:</b> (909) 793-2853 x7945
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

WHITEJ

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:  
 Cust. Name Lee County, NC  
 Cust. # 16038  
 PO # \_\_\_\_\_  
 Esri Agreement # 00321653.0



**SMALL ENTERPRISE AGREEMENT  
 COUNTY AND MUNICIPALITY GOVERNMENT  
 (E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
 List of Products**

**Uncapped Quantities**

**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
 ArcGIS Desktop Standard  
 ArcGIS Desktop Basic  
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise (Advanced and Standard)  
 ArcGIS Monitor  
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Runtime Standard  
 ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
 Two (2) ArcGIS CityEngine Single Use Licenses  
 250 ArcGIS Online Viewers  
 250 ArcGIS Online Creators  
 37,500 ArcGIS Online Service Credits  
 250 ArcGIS Enterprise Creators  
 5 ArcGIS Insights in ArcGIS Enterprise  
 5 ArcGIS Insights in ArcGIS Online  
 50 ArcGIS Location Sharing for ArcGIS Enterprise  
 50 ArcGIS Location Sharing for ArcGIS Online  
 4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
 4 ArcGIS Utility Network User Type Extensions (Enterprise)  
 4 ArcGIS Trace Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>4</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>4</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	


\*Additional sets of backup media may be purchased for a fee

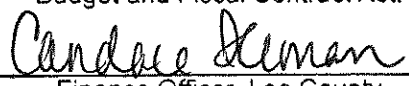
Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

Lee County, North Carolina  
(Customer)  
By:   
Authorized Signature  
Printed Name: KIRIC D. SMITH  
Title: CHAIRMAN  
Date: 25 JULY 2023

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Contract Act.  
  
Finance Officer, Lee County

**CUSTOMER CONTACT INFORMATION**

Contact: DON KOVASCKITZ Telephone: (919) 718-4663 x1  
Address: 115 CHATHAM ST Fax: \_\_\_\_\_  
City, State, Postal Code: SANFORD, NC 27330 E-mail: DKOVASCKITZ@  
Country: USA LEE.COUNTY.NC.GOV  
Quotation Number (if applicable): Q-486266

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

#### 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

#### 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

##### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

##### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
  - c. Esri's federal ID number is 95-2775-732.
  - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
  - b. The following information will be included in each Ordering Document:
    - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
    - (2) Order number
    - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

SMALL ENTERPRISE AGREEMENT  
COUNTY AND MUNICIPALITY GOVERNMENT (E214-3) NO. 00321653.0  
ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
LEE COUNTY GOVERNMENT

CONTRACTOR: Environmental Systems Research Institute, Inc.  
COUNTY DEPARTMENT: GIS  
SUBJECT OF CONTRACT: Contractor's Commercial off-the shelf (COTS) software  
DATE/TERM OF CONTRACT: Three Year Agreement Beginning September 7, 2023 through September 6, 2026

**Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:**

**Non-appropriation clause.** See Section 3.4 Termination for Lack of Funds of the SGEA.

**Dispute Resolution/Jurisdiction/Venue.** Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Lee County.

**No pledge of taxing authority.** No deficiency judgment may be rendered against Lee County or any agency of Lee County in any action for breach of a contractual obligation under this contract. The taxing power of the Lee County is not pledged directly or indirectly to secure any monies due under this contract.

**Conflict of Interest:** If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Lee County and the third parties regarding the subject matter of this Contract or Agreement.

**Compliance with E-Verify requirements:** The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

**Divestment from companies that boycott Israel:** Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

**Iran Divestment Act Certification.** The Contractor certifies that the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and the Contractor will not utilize any subcontractors performing work under this Contract which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address and should be updated every 180 days.



**Non-Discrimination in Employment.** The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

**Drug-Free Workplace.** During the performance of this agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

For the CONTRACTOR: <sup>ZB</sup> Timothy Brazeal [Jul 12, 2023 08:08 PDT] Title: Manager, Commercial and Government Contracts

For LEE COUNTY: Kirk D. Smith Title: CHAIRMAN  
KIRK D. SMITH






# SGEA Addendum - County of Lee, NC

Final Audit Report

2023-07-12

Created:	2023-07-12
By:	Miranda Carberry (mcarberry@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbmMpl-T2PPwjnWE9vP0xuYCPRZwdmchQ

## "SGEA Addendum - County of Lee, NC" History

-  Document created by Miranda Carberry (mcarberry@esri.com)  
2023-07-12 - 1:41:38 PM GMT- IP address: 13.110.74.8
-  Document emailed to Timothy Brazeal (Tbrazeal@esri.com) for signature  
2023-07-12 - 1:43:03 PM GMT
-  Email viewed by Timothy Brazeal (Tbrazeal@esri.com)  
2023-07-12 - 3:05:54 PM GMT- IP address: 104.47.57.126
-  Document e-signed by Timothy Brazeal (Tbrazeal@esri.com)  
Signature Date: 2023-07-12 - 3:08:18 PM GMT - Time Source: server- IP address: 76.175.87.7
-  Agreement completed.  
2023-07-12 - 3:08:18 PM GMT



**Memorandum of Agreement Between  
Lee County Health Department  
and  
Lee County Schools**

Lee County Schools and Lee County Health Department share views on the appropriateness of educational and health collaboration to prevent health issues from becoming reasons for educational or social failure. Lee County Schools and Lee County Health Department agree to cooperate in providing a comprehensive program of school health services. Achievement of goals will be through joint planning, shared implementation and maintenance of effective channels of communication between agencies.

This agreement shall cover a period of July 1, 2023 to June 30, 2024.

The following components constitute the cooperative plan:

**The Lee County Health Department will:**

- A. Provide assistance in confirming positive tuberculin skin tests. The health department provides testing and follow-up only for those individuals who meet state at-risk TB standards.
- B. Provide access to health department's medical providers such as Medical Director or Nurse Practitioner to provide a non-patient specific prescription for epinephrine auto-injectors to be used as part of the school's emergency response plan as mandated by G.S. 115C-375.2A.
- C. Provide access to health department's medical providers such as Medical Director or Nurse Practitioner to provide a non-patient specific prescription for naloxone to be used for emergency healthcare purposes under G.S. 115C-375.1.
- D. Provide resource and referral information, answer inquiries regarding immunizations and communicable disease control, inclusive of crisis intervention.
- E. Work with the Superintendent of Schools and the Director of Student Services for intervention and/or problem solving in any of the areas that includes health department services.
- F. Provide supervision and liability coverage for school (health) personnel during an emergency or disaster event.
- G. To provide funds not to exceed \$150,000.00 to Lee County Schools for the purpose of supporting (one or more) (10, 11 or 12)-month nationally certified school nurse(s) or registered nurse(s) working toward certification to provide school nursing services for the 2023-2024 school year.
- H. Funding will be paid monthly upon submission of an invoice that specifies personnel and other allowable costs and the Lee County Health Department shall pay Lee County Schools within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
- I. Funding may be used only for personnel costs (salary and fringe) and continuing education costs up to \$750 per School Nursing Funding Initiative position.

**Division of Environmental Health will:**

- A. Inspect school cafeterias as required by North Carolina General Statutes.
- B. Review plans and make recommendations for new and existing water and sewage systems per request by the Schools.
- C. Review plans and make recommendations for new or remodeled cafeterias as per request by the Schools.
- D. Work with the Superintendent of Schools, Child Nutrition Director, and Child Nutrition Manager, if problems develop in any of the above areas throughout the school year.
- E. Provide educational sessions in cooperation with the Child Nutrition Director that relate to Environmental Health Procedures for food handlers and student classroom instructions per request by the Schools.

**The Lee County Schools will:**

- A. Provide school health nurses and school health nurse services per Lee County School's protocols.
- B. Provide work areas in schools for provision of health care, providing a clean and safe area to provide medical care to the students.
- C. Provide access to necessary information requested for Environmental Health and Epidemiology (EPI) Investigations.
- D. Provide school personnel to assist the school health or health department when needed for coordination of school health activities.
- E. Support the provision of school health services and involvement of the health department, when requested by the health department.
- F. Request health in-service or follow-up on health issues, as indicated.
- G. Monitor immunization records of all students, K through 12, in accordance with state law.
- H. To provide a detailed budget (Attachment I) to the Health Department.
- I. To utilize funds not to exceed \$150,000.00 for the purpose of supporting (one or more) (10, 11 or 12)-month nationally certified school nurse(s) or registered nurse(s) working toward certification, to provide school nursing services for the 2023-2024 school year.
- J. To inform the Health Department of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action
- K. To maintain documentation that each nurse employed under this contract is and remains current in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing.
- L. To provide supervision within the Lee County Schools consistent with the annual Memorandum of Agreement
- M. Except as excluded by statute and subject to applicable immunities to assume the full responsibility for negligence of its employees that provide nursing services under the terms of this contract for the contract positions and for all nurses employed directly by the Lee County Schools but functioning



**Attachment I BUDGET**

**SNFI Contract Budget**

**J. SALARIES**

<b>Position Title</b>	<b>Name *</b>	<b>Annual Salary &amp; Fringe</b>	<b>Type Position</b>	<b>Amount Paid by Local Agency</b>	<b>Amount Paid by State Contract</b>
1. Nurse 1	Name	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$
2. Nurse 2	Name	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$
3. Nurse 3	Name	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$
<b>TOTAL SALARY PAID BY CONTRACT</b>					<b>\$</b>

\* List VACANT if position not filled at the time of this report.

## II. FRINGE

Position Title	Name *	Type and Rate	Amount Paid by Local Agency	Amount Paid by the State Contract
1. Nurse 1	Name	<input type="checkbox"/> Retirement Rate: 10.51%		
		<input type="checkbox"/> FICA Rate: 7.65%		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
2. Nurse 2	Name	<input type="checkbox"/> Retirement Rate: %		
		<input type="checkbox"/> FICA Rate: %		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
3. Nurse 3	Name	<input type="checkbox"/> Retirement Rate: %		
		<input type="checkbox"/> FICA Rate: %		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
<b>TOTAL FRINGE PAID BY CONTRACT</b>				<b>\$</b>

\*Fringe benefit amounts may change due to longevity, etc. that the employee may be eligible for during the school year.

**Justification:** Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local school district's capacity to provide basic health services to students.

## III. Other

<b>STAFF TRAVEL</b>				
In-State		Total miles	Cost per mile	Total Cost
In-state Mileage				\$ -
		Number of nights	Cost per night	Total Cost
In-state Lodging				\$ -
	# of breakfasts	# of lunches	# of dinners	Total Cost (State rate)
State funded Meals, Instate				\$ -
Conference Registration				0.00

<b>TRAINING PAID BY CONTRACT (If no funds available after covering salary and fringe for these positions, leave at 0.00. If funds available, amount is limited to a total of \$750 per position. See Scope of Work for Allowable Costs)</b>	<b>0.00</b>
---	-------------

**CONTRACT TOTAL AMOUNT**

**\$**

--	--





CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
LEE COUNTY GOVERNMENT

CONTRACTOR: EXPRESS EMPLOYMENT PROFESSIONALS

COUNTY DEPARTMENT: \_\_\_\_\_

SUBJECT OF CONTRACT: \_\_\_\_\_

DATE/TERM OF CONTRACT: \_\_\_\_\_

**Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:**

**Non-appropriation clause.** Contractor acknowledges that Lee County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lee County's obligations under this contract, then this contract shall automatically expire without penalty to Lee County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Lee County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Lee County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lee County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Lee County upon written notice to Contractor of such limitation or change in Lee County's legal authority.

**Dispute Resolution/Jurisdiction/Venue.** Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Lee County.

**No pledge of taxing authority.** No deficiency judgment may be rendered against Lee County or any agency of Lee County in any action for breach of a contractual obligation under this contract. The taxing power of the Lee County is not pledged directly or indirectly to secure any monies due under this contract.

**Conflict of Interest:** If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Lee County and the third parties regarding the subject matter of this Contract or Agreement.

**Compliance with E-Verify requirements:** The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires

certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

**Divestment from companies that boycott Israel:** Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

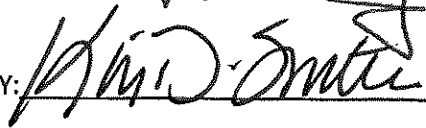
**Iran Divestment Act Certification.** The Contractor certifies that the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and the Contractor will not utilize any subcontractors performing work under this Contract which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer’s website at the address and should be updated every 180 days.

**Non-Discrimination in Employment.** The Contractor will not discriminate again any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

**Indemnification:** The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees (collective, County) against all damages, liabilities, or costs, including reasonable attorneys’ fees and defense costs, to the extent caused by Contractor’s negligent performance of services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable.

**Drug-Free Workplace.** During the performance of this agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

For the CONTRACTOR:  Title: 27 JUNE 2023

For LEE COUNTY:  Title: CHAIRMAN 7/24/23



Proposed Rate Information for
Lee County Sheriff's Office

Table with 3 columns: POSITION, PAY RATE, BILL RATE. Row 1: Deputy - Public Relations, \$26.50, \$33.74

The client bill rate includes Express Employment Professionals absorption of the following expenses:

- Worker's Compensation
Payroll taxes and unemployment insurances
Bonding of employees
General liability insurance coverage
Weekly invoicing to Clients
Paying the associates
Recruiting and applicant screening
Benefits for associates

Overtime is calculated at 1.5 times the above rates, depending on overtime hours worked.

Express Employment Professionals agrees to convert associates in 720 hours (or 540 hours for part-time positions\*\*) with a conversion fee of \$300.00. If an associate is taken on to Lee County Sheriff's Office before the 720 hours (or 540 hours), there will be a conversion fee charged, which is based on the direct hire placement fee (noted below) with a credit for the percentage of time worked to the total time required. If a replacement is necessary during the evaluation period, a credit for hours will be given for the prior associate (on the same job), up to a maximum of 50% of the total required hours.

Express Employment Professionals has a Drug Free Policy and we provide initial drug screening which is included in the above pricing. Additional drug screening can be provided upon your requested at a cost of \$25.00 per test. We also provide initial background checks in the above pricing. We can perform an additional criminal background checks at your requested at a cost of \$20.00 per county.

Express Employment Professionals bills for services rendered on a pay-per-hour basis. The above rates will apply to the position(s) we discussed. These rates are subject to changes in Workers' Compensation.

In addition to our temporary and evaluation hire programs noted above, associates can also be hired through our Direct Hired Program. The placement fee under this program is twelve percent (12%) of the associate's annual compensation (on a full-time equivalent basis) and has a guarantee provision. A twenty-five percent (25%) discount is available for part-time positions\*\*.

\*\* A position qualifies as part-time if associate will be working less than 30 hours per week.

Express Employment Professionals

Lee County Sheriff's Office

Signature

Signature

Date

Date

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

307 N. Horner Blvd., Sanford, NC 27330
Phone: 919 775 1292 Fax: 919 775 1296

Handwritten signature of Cardace Steman

Finance Officer, Lee County

Revision 2/2021



**SOLE SOURCE JUSTIFICATION FORM**  
(for items costing \$5,000.00 or more)

Vendor: Axon

Item: Body Cameras/Tasers

Estimated expenditure for the above item: \$ 139,102.28

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1.  Sole source is for the original manufacturer or provider. There are no area distributors.
2.  The parts/equipment are not interchangeable with similar parts of another manufacturer.
3.  This is the only known item or service that will meet the specialized needs of this department or perform the intended function.
4.  The parts/equipment are required from this source to permit standardization.
5.  None of the above apply. A detailed explanation and justification for this sole source is contained in the attached memo.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

David Smiley  
County Manager (\$5,000 up to \$30,000)  
Board of Commissioners (\$30,000 and up)

William [Signature]  
Department

July 17, 2023  
Date



## Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

### 1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

### 2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term may renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

### 3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

### 4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

### 5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

### 6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

### 7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services, are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("**Third-Party Products**") are not covered by Axon's

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 17.0

Release Date: 3/20/2023



## Master Services and Purchasing Agreement for Agency

warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.
- 7.3.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services

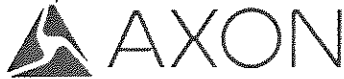
Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 17.0

Release Date: 3/20/2023

Page 2 of 14



## Master Services and Purchasing Agreement for Agency

are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Axon will supply certificates of insurance with this contract.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
  - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
  - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
  - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

### 18. **General.**

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 17.0

Release Date: 3/20/2023



# Master Services and Purchasing Agreement for Agency

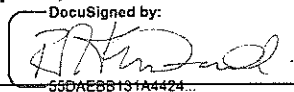
reasonable control.

- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.


Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

**AXON:**

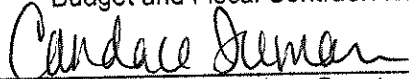
**Axon Enterprise, Inc.**

DocuSigned by:  
  
 Signature: \_\_\_\_\_  
 Robert Driscoll  
 Name: \_\_\_\_\_  
 Title: VP, Assoc. General Counsel  
 Date: 7/24/2023 | 1:36 PM MST

**AGENCY: Lee County**

Signature:   
 Name: KIRK D. SMITH  
 Title: CHAIRMAN  
 Date: 25 JULY 2023

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

  
 Finance Officer, Lee County





## Master Services and Purchasing Agreement for Agency

### Axon Cloud Services Terms of Use Appendix

#### 1. Definitions.

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural 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, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



## Master Services and Purchasing Agreement for Agency

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.  
  
For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7, OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
  - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7, OSP 10 Term ("**Axon Records Subscription**")
  - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
  - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
  - d. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



## Master Services and Purchasing Agreement for Agency

---

may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
  - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



## Master Services and Purchasing Agreement for Agency

### Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
  - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1<sup>1</sup>. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
  - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may

<sup>1</sup> For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

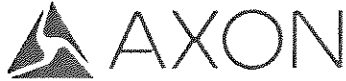


## Master Services and Purchasing Agreement for Agency

---

choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

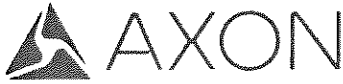


## Master Services and Purchasing Agreement for Agency

### Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



## Master Services and Purchasing Agreement for Agency

### TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
  - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



## Master Services and Purchasing Agreement for Agency

---

- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.





## Master Services and Purchasing Agreement for Agency

### Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

#### 1. Definitions.

- 1.1. "API Client" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. "API Interface" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. "Axon Evidence Partner API, API or AXON API" (collectively "API Service") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. "Use" means any operation on Agency's data enabled by the supported API functionality.

#### 2. Purpose and License.

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

#### 3. Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

#### 4. Agency Responsibilities. When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

#### 5. API Content. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

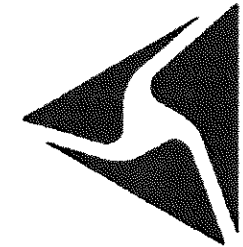
- 5.1. the design, structure and naming of API Service fields in all responses and requests;



## Master Services and Purchasing Agreement for Agency

---

- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
  - 5.3. the structure of and relationship of API Service resources; and
  - 5.4. the design of API Service, in any part or as a whole.
  - 5.5. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
  - 5.6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 5.7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 5.8. misrepresent the source or ownership; or
  - 5.9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
6. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-462409-45128.892RM

Issued: 07/21/2023

Quote Expiration: 09/30/2023

Estimated Contract Start Date: 09/15/2023

Account Number: 150157

Payment Terms: N30

Delivery Method:

**SHIP TO**

Business:Delivery;Invoice-1401 Elm St  
 1401 Elm St  
 Sanford,  
 NC  
 27330-5619  
 USA  
 Email:

**BILL TO**

Lee County Sheriff's Office - NC  
 1401 Elm St  
 Sanford  
 NC  
 27330-5619  
 USA  
 Email:

**SALES REPRESENTATIVE**

Rob Marangelo  
 Phone:  
 Email: rmarangelo@axon.com  
 Fax:

**PRIMARY CONTACT**

William Sturkie  
 Phone: (919) 718-4571  
 Email: wsturkie@eeaccountync.gov  
 Fax: (919) 718-4562

**Quote Summary**

Program Length 60 Months  
**TOTAL COST** \$97,417.00  
**ESTIMATED TOTAL W/ TAX** \$101,716.20

**Discount Summary**

Average Savings Per Year \$1,583.92  
**TOTAL SAVINGS** \$7,919.60

**Payment Summary**

Date	Subtotal	Tax	Total
Aug 2023	\$19,483.41	\$859.84	\$20,343.25
Aug 2024	\$19,483.40	\$859.84	\$20,343.24
Aug 2025	\$19,483.40	\$859.84	\$20,343.24
Aug 2026	\$19,483.40	\$859.84	\$20,343.24
Aug 2027	\$19,483.39	\$859.84	\$20,343.23
<b>Total</b>	<b>\$97,417.00</b>	<b>\$4,299.20</b>	<b>\$101,716.20</b>

Quote Unbundled Price: \$105,336.60  
 Quote List Price: \$97,917.00  
 Quote Subtotal: \$97,417.00

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
BWCamTAP	Body Worn Camera TAP Bundle	20	60	\$35.17	\$32.50	\$32.50	\$39,000.00	\$2,730.02	\$41,730.02
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	60	\$69.79	\$34.66	\$34.66	\$4,159.20	\$291.15	\$4,450.35
<b>A la Carte Hardware</b>									
H00001	AB4 Camera Bundle	20			\$849.00	\$749.00	\$14,980.00	\$1,048.60	\$16,028.60
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$1,638.90	\$3,277.80	\$229.43	\$3,507.23
<b>A la Carte Software</b>									
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	60		\$0.55	\$0.55	\$16,500.00	\$0.00	\$16,500.00
BasicLicense	Basic License Bundle	20	60		\$15.00	\$16.25	\$19,500.00	\$0.00	\$19,500.00
<b>Total</b>							<b>\$97,417.00</b>	<b>\$4,299.20</b>	<b>\$101,716.20</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	20	08/15/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	22	08/15/2023
AB4 Camera Bundle	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	22	08/15/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	08/15/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	08/15/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	08/15/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	02/15/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	20	02/15/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	08/15/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	20	08/15/2028

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	20	09/15/2023	09/14/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	20	09/15/2023	09/14/2028
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	09/15/2023	09/14/2028

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	20	09/15/2023	09/14/2028
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	08/15/2024	09/14/2028

### Payment Details

Aug 2023		Item	Description	Qty	Subtotal	Tax	Total
Invoice Plan		H00001	AB4 Camera Bundle	20	\$2,996.01	\$209.72	\$3,205.73
Year 1		H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$45.89	\$701.45
Year 1 Software		73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	\$3,300.00	\$0.00	\$3,300.00
Year 1 Software		BasicLicense	Basic License Bundle	20	\$3,900.00	\$0.00	\$3,900.00
Year 1 Warranty		BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.84	\$58.23	\$890.07
Year 1 Warranty		BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$546.00	\$8,346.00
<b>Total</b>					<b>\$19,483.41</b>	<b>\$859.84</b>	<b>\$20,343.25</b>

Sep 2023		Item	Description	Qty	Subtotal	Tax	Total
Invoice Plan		BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$0.00	\$0.00	\$0.00
<b>Total</b>					<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Aug 2024		Item	Description	Qty	Subtotal	Tax	Total
Invoice Plan		H00001	AB4 Camera Bundle	20	\$2,996.00	\$209.72	\$3,205.72
Year 2		H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$45.89	\$701.45
Year 2 Software		73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	\$3,300.00	\$0.00	\$3,300.00
Year 2 Software		BasicLicense	Basic License Bundle	20	\$3,900.00	\$0.00	\$3,900.00
Year 2 Warranty		BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.84	\$58.23	\$890.07
Year 2 Warranty		BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$546.00	\$8,346.00
<b>Total</b>					<b>\$19,483.40</b>	<b>\$859.84</b>	<b>\$20,343.24</b>

Aug 2025		Item	Description	Qty	Subtotal	Tax	Total
Invoice Plan		H00001	AB4 Camera Bundle	20	\$2,996.00	\$209.72	\$3,205.72
Year 3		H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$45.89	\$701.45
Year 3 Software		73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	\$3,300.00	\$0.00	\$3,300.00
Year 3 Software		BasicLicense	Basic License Bundle	20	\$3,900.00	\$0.00	\$3,900.00
Year 3 Warranty		BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.84	\$58.23	\$890.07
Year 3 Warranty		BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$546.00	\$8,346.00
<b>Total</b>					<b>\$19,483.40</b>	<b>\$859.84</b>	<b>\$20,343.24</b>

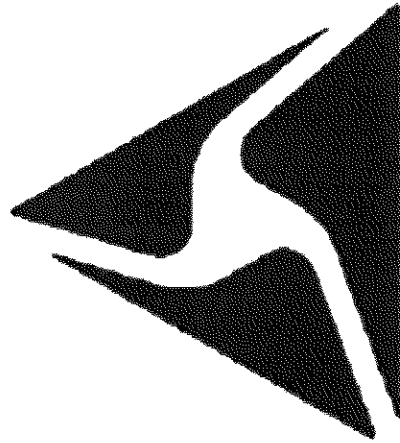
Aug 2026		Item	Description	Qty	Subtotal	Tax	Total
Invoice Plan		H00001	AB4 Camera Bundle	20	\$2,996.00	\$209.72	\$3,205.72
Year 4		H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$45.89	\$701.45
Year 4 Software		73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	\$3,300.00	\$0.00	\$3,300.00
Year 4 Software		BasicLicense	Basic License Bundle	20	\$3,900.00	\$0.00	\$3,900.00
Year 4 Warranty		BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.84	\$58.23	\$890.07
Year 4 Warranty		BWCamTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	20	\$7,800.00	\$546.00	\$8,346.00
<b>Total</b>					<b>\$19,483.40</b>	<b>\$859.84</b>	<b>\$20,343.24</b>

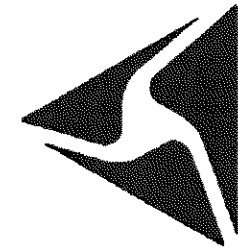
Aug 2026		Item	Description	Qty	Subtotal	Tax	Total
Invoice Plan		BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$546.00	\$8,346.00
Year 4 Warranty							
<b>Total</b>					<b>\$19,483.40</b>	<b>\$859.84</b>	<b>\$20,343.24</b>

Aug 2027		Item	Description	Qty	Subtotal	Tax	Total
Invoice Plan		H00001	AB4 Camera Bundle	20	\$2,995.99	\$209.72	\$3,205.71
Year 5		H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$45.87	\$701.43
Year 5 Software		73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	\$3,300.00	\$0.00	\$3,300.00
Year 5 Software		BasicLicense	Basic License Bundle	20	\$3,900.00	\$0.00	\$3,900.00
Year 5 Warranty		BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.84	\$58.23	\$890.07
Year 5 Warranty		BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$546.02	\$8,346.02
<b>Total</b>					<b>\$19,483.39</b>	<b>\$859.84</b>	<b>\$20,343.23</b>

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**







**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-463565-45128.892RM

Issued: 07/21/2023

Quote Expiration: 09/30/2023

Estimated Contract Start Date: 09/15/2023

Account Number: 150157

Payment Terms: N30

Delivery Method:

**SHIP TO**

Business;Delivery;Invoice-1401 Elm St  
 1401 Elm St  
 Sanford,  
 NC  
 27330-5619  
 USA

**BILL TO**

Lee County Sheriff's Office - NC  
 1401 Elm St  
 Sanford  
 NC  
 27330-5619  
 USA  
 Email:

**SALES REPRESENTATIVE**

Rob Marangelo  
 Phone:  
 Email: rmarangelo@axon.com  
 Fax:

**PRIMARY CONTACT**

William Sturkie  
 Phone: (919) 718-4571  
 Email: wsturkie@leecountync.gov  
 Fax: (919) 718-4562

**Quote Summary**

Program Length 60 Months

TOTAL COST \$42,246.00

ESTIMATED TOTAL W/ TAX \$44,996.98

**Discount Summary**

Average Savings Per Year \$1,015.20

TOTAL SAVINGS \$5,076.00

**Payment Summary**

Date	Subtotal	Tax	Total
Aug 2023	\$8,449.20	\$550.19	\$8,999.39
Aug 2024	\$8,449.20	\$550.19	\$8,999.39
Aug 2025	\$8,449.20	\$550.19	\$8,999.39
Aug 2026	\$8,449.20	\$550.19	\$8,999.39
Aug 2027	\$8,449.20	\$550.22	\$8,999.42
<b>Total</b>	<b>\$42,246.00</b>	<b>\$2,750.98</b>	<b>\$44,996.98</b>

Quote Unbundled Price: \$47,322.00  
 Quote List Price: \$42,246.00  
 Quote Subtotal: \$42,246.00

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
TTCert	TASER 7 Certification Bundle	10	60	\$78.87	\$70.41	\$70.41	\$42,246.00	\$2,750.98	\$44,996.98
<b>Total</b>							<b>\$42,246.00</b>	<b>\$2,750.98</b>	<b>\$44,996.98</b>

## Delivery Schedule

### Hardware

Item	Description	QTY	Estimated Delivery Date
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	10	08/15/2023
20018	TASER BATTERY PACK, TACTICAL	12	08/15/2023
20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	10	08/15/2023
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	08/15/2023
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20	08/15/2023
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	08/15/2023
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20	08/15/2023
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	20	08/15/2023
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	20	08/15/2023
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	08/15/2023
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	08/15/2023
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	08/15/2023
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	08/15/2023
74200	TASER 6-BAY DOCK AND CORE	1	08/15/2023
80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	08/15/2023
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	08/15/2023
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20	08/15/2024
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20	08/15/2024
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20	08/15/2025
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20	08/15/2025
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	20	08/15/2025
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	20	08/15/2025
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20	08/15/2026
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20	08/15/2026
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20	08/15/2027
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20	08/15/2027

### Software

Item	Description	QTY	Estimated Start Date	Estimated End Date
20248	TASER 7 EVIDENCE.COM LICENSE	10	09/15/2023	09/14/2028
20248	TASER 7 EVIDENCE.COM LICENSE	1	09/15/2023	09/14/2028

### Services

Item	Description	QTY
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	10

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	12	08/15/2024	09/14/2028
TASER 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	10	08/15/2024	09/14/2028
TASER 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	08/15/2024	09/14/2028

**Payment Details**

<b>Aug 2023</b>		<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
<b>Invoice Plan</b>	<b>Item</b>					
Year 1 Hardware	T7Cert	TASER 7 Certification Bundle	10	\$8,449.20	\$550.19	\$8,999.39
<b>Total</b>				<b>\$8,449.20</b>	<b>\$550.19</b>	<b>\$8,999.39</b>

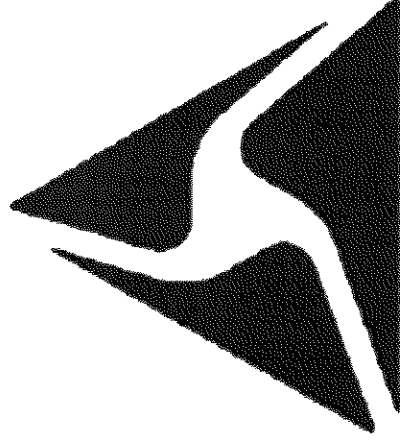
<b>Aug 2024</b>		<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
<b>Invoice Plan</b>	<b>Item</b>					
Year 2 Hardware	T7Cert	TASER 7 Certification Bundle	10	\$8,449.20	\$550.19	\$8,999.39
<b>Total</b>				<b>\$8,449.20</b>	<b>\$550.19</b>	<b>\$8,999.39</b>

<b>Aug 2025</b>		<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
<b>Invoice Plan</b>	<b>Item</b>					
Year 3 Hardware	T7Cert	TASER 7 Certification Bundle	10	\$8,449.20	\$550.19	\$8,999.39
<b>Total</b>				<b>\$8,449.20</b>	<b>\$550.19</b>	<b>\$8,999.39</b>

<b>Aug 2026</b>		<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
<b>Invoice Plan</b>	<b>Item</b>					
Year 4 Hardware	T7Cert	TASER 7 Certification Bundle	10	\$8,449.20	\$550.19	\$8,999.39
<b>Total</b>				<b>\$8,449.20</b>	<b>\$550.19</b>	<b>\$8,999.39</b>

<b>Aug 2027</b>		<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
<b>Invoice Plan</b>	<b>Item</b>					
Year 5 Hardware	T7Cert	TASER 7 Certification Bundle	10	\$8,449.20	\$550.22	\$8,999.42
<b>Total</b>				<b>\$8,449.20</b>	<b>\$550.22</b>	<b>\$8,999.42</b>

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**





## NCCARE360 HEALTH EQUITY GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made the 1st day of June, 2023, (“Effective Date”), between The Foundation for Health Leadership and Innovation (“FHLI”) and Lee County Health Department (“Grantee”).

1. **Grant.** FHLI shall extend the original grant in the amount of the Grantee’s remaining balance as of May 31, 2023 (the “**Grant Funds**”) in the amount of \$56,424.60, for the purpose of continuing to engage in the activities described on the original application and included as Exhibit A in the Year 1 executed Agreement (the “**Grant**”). The Grant Funds are intended to support usage and benefits from NCCARE360, and Grantee agrees to cooperate and coordinate as necessary with FHLI, the NC Department of Health and Human Services, Unite Us, NC 2-1-1, and other program partners in carrying out the activities facilitated through the Grant Funds. This is a grant and not a contract based on fees for services. All Grant Funds that have not been expended at the conclusion of the Term shall revert to FHLI.
2. **Incorporation of RFA Response.** FHLI is making the Grant to Grantee in reliance upon the representations in Grantee’s Response to the NCCARE 360 Community Organizations and Network Support Agencies Health Equity Grants Request for Applications (the “**RFA Response**”). The Grant is conditioned upon Grantee’s compliance with all terms and conditions set forth in the RFA Response, which is incorporated herein by reference.
3. **Term.** This Agreement shall be effective during the Grant period June 1, 2023 through May 31, 2024 (the “**Term**”).
4. **Termination.** FHLI may terminate this Agreement, and – at its option – suspend distribution of further funds, upon the occurrence of any of the following:
  - (a) Grantee fails to comply with any terms or conditions in this Agreement, the RFA Response, or any of the other terms and conditions attached to or referenced or incorporated in this Agreement, and fails to cure the issue within ten (10) days following receipt of written notice of the violation from FHLI;
  - (b) Grantee terminates or suspends its business; becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; becomes insolvent or subject to direct control by a trustee, receiver or similar authority; or has wound up or liquidated, voluntarily or otherwise, its business;
  - (c) Funds designated for the purpose of making the Grant are no longer available.
5. **Quarterly Progress Reports.** On or before the quarterly due date set forth by FHLI during the Term, Grantee must submit to FHLI, via email addressed to

[Ada.White@foundationhli.org](mailto:Ada.White@foundationhli.org) a progress report documenting activities using Grant Funds for the prior quarter in the format set forth in Exhibit A attached hereto;

6. **Monthly Financial Reports and Invoices.** On or before the 5th day of each month during the Term, Grantee must submit to FHLI, via email addressed to [Kim.Barner@foundationhli.org](mailto:Kim.Barner@foundationhli.org), a Financial Summary Report (FSR) and invoices to FHLI documenting spending for the prior month in the format set forth in Exhibit B attached hereto.
7. **Final Report.** On or before thirty (30) days following the end of the Term May 31, 2024, Grantee shall provide a final report summarizing all activities and expenditures using the Grant Funds in the format set forth in Exhibits A and B attached hereto.
8. **Copyright.** FHLI shall be the owner, and Grantee hereby irrevocably and unconditionally assigns to FHLI, all right, title and interest in and to the copyright and all other intellectual property rights in and to the reports and other deliverables provided by or on behalf of Grantee to FHLI pursuant to this Agreement.
9. **Compliance with Law.** Grantee agrees to comply with all national, federal, state, provincial and local laws, rules, regulations, treaties, ordinances, and standards applicable to the Grant, the use of the Grant funds and Grantee's activities.
10. **Restrictions on Use of Funds.** Grantee may not use the Grant Funds:
  - (a) To conduct research;
  - (b) To provide clinical care except as allowed by law;
  - (c) Unless expressly itemized and provided for in the budget, to purchase furniture or equipment (except desktop, laptop, or tablet computing devices);
  - (d) For reimbursement of pre-award costs;
  - (e) Other than for normal and recognized executive-legislative relationships:
    - (i) for publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body, or
    - (ii) for the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

11. **Compliance with Additional Terms and Conditions.** Grantee must comply with all grant award requirements set forth at <https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf> and APPENDIX I, which are incorporated by reference.
12. **Trademarks.** Grantee may use promotional or communication materials from FHLI, Unite Us, and/or other program partners and it may refer to NCCARE360 and the organization name, service marks or trademarks of FHLI, Unite Us and other NCCARE360 partners (the “Program Marks”) in connection with the Grant only in accordance with written instructions provided by or on behalf of FHLI from time to time. Grantee may publicly distribute newly created promotional or communication materials referring to NCCARE360 or the Program Marks developed by or on behalf of Grantee only after providing such materials to FHLI for review and receiving FHLI’s prior written consent.
13. **Conflicts of Interest.** The Grantee shall disclose any relationship to any business or associate to whom the organization is currently doing business that creates or may give the appearance of a conflict of interest related to the Grant provided to Grantee.
14. **Records and Audit.** Grantee agrees to keep accurate books of accounts and records of its activities in connection with the Grant funds. In addition, Grantee shall maintain all books, accounts and records required by FHLI. Grantee shall retain all such books, accounts and records for a period of four (4) years after the expiration or earlier termination of this Agreement. FHLI may upon reasonable notice review the books, accounts and records of Grantee regarding the Grant funds. Grantee will cooperate fully with any such inspection or audit and will provide all records requested by FHLI. In the event the audit demonstrates the Grantee has not used all or a portion of the funds in accordance with the terms of this Agreement, Grantee shall within thirty (30) days after written demand from FHLI return all excess funds to FHLI, and FHLI may cease to disburse any further funds under the Agreement.
15. **Indemnification by Grantee.** Grantee agrees to indemnify and hold FHLI and its officials, officers, directors, donors, agents and employees, harmless of any from any claim, demand, liability, loss, judgment, award, and expenses (including reasonable attorneys fees) of whatever type and nature arising, directly or indirectly, from (a) Grantee’s breach of this Agreement; (b) Grantee’s failure to comply with applicable law; (c) Grantee’s use or misuse of Grant Funds; or (d) Grantees negligent or willful acts or omissions relating to the Grant or this Agreement that result in injury or damage to any third party.
16. **Assignment.** The rights and obligations of Grantee under this Agreement may not be assigned by Grantee, without the prior written consent of FHLI, which consent may be withheld for any reason. Subject to the restriction on assignment to another party, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their successors and assigns.

17. **Modification.** The parties to this Agreement may amend this Agreement only in writing duly executed by both parties to this Agreement.
18. **Rights and Remedies.** The rights and remedies granted by this Agreement shall not limit any others available to a party to this Agreement, and no delay or partial exercise of any right or remedy shall operate to waive or prejudice the ability to exercise those rights or remedies later.
19. **Severability.** If any part of this Agreement shall be determined to be unenforceable, then such determination shall not affect any other part of this Agreement, all of which other parts shall remain in full force and effect.
20. **Survivorship.** Where any provision contained in this Agreement evidences the intent of the parties that such provision should survive the distribution of the Grant funds and the expiration or termination of this Agreement, the provision shall survive those events (e.g. Section 14 Indemnification by Grantee).
21. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina, without regard to its principles of conflicts of law.
22. **Entire Agreement.** This Agreement shall constitute the entire understanding between the parties, superseding any and all previous understandings, oral or written, pertaining to the subject matter contained herein. The exhibits attached to this Agreement and the terms and conditions incorporated by reference shall apply as if set out fully in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be signed by duly authorized representatives, all to be effective the day and year first above written.

**Foundation for Health Innovation  
and Leadership**

**Lee County Health Department**

By: \_\_\_\_\_  
 Print Name: David Reese  
 Print Title: President/CEO  
 Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
 Print Name: William Heath Cain  
 Print Title: Health Director  
 Date Signed: \_\_\_\_\_

For and behalf of Lee County

*Wm D. Emitt*  
 \_\_\_\_\_  
 Chair County Commissioner 4

*25 July 2023*  
 \_\_\_\_\_  
 Date

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

*Candace Jeman*  
 \_\_\_\_\_  
 Finance Officer, Lee County

SIXTH AMENDMENT TO MATERNITY SERVICE CONTRACT

This Sixth Amendment to Maternity Service Contract (the "Amendment"), is made effective as of September 1, 2023 (the "Effective Date"), by and between DLP Central Carolina Medical Group, LLC d/b/a Carolina Women's Health Center, P.A. ("CWHC") and Lee County Health Department ("LCHD").

WHEREAS, CWHC and LCHD entered into that certain Maternity Service Contract effective as of July 1, 2019, as amended as amended by the Second Amendment to Maternity Service Contract effective as of July 1, 2021 and as amended by the Third Amendment to Maternity Service Contract effective as of July 1, 2022 and as amended by the Fourth Amendment to Maternity Service Contract effective as of January 1, 2023 and as Amended by Fifth Amendment to Maternity Services Contract effective as of July 1, 2023 (collectively referred to as the "Agreement"); and

WHEREAS, any capitalized term used, but not otherwise defined, herein shall have the same meaning ascribed to such term as set forth in the Agreement; and

WHEREAS, CWHC and LCHD have mutually agreed to amend the compensation terms and extend the Term of the Agreement, as more particularly set forth herein.

NOW THEREFORE, the Agreement is hereby amended as follows:

- 1. Term of Agreement.** The Term of the Agreement is hereby extended for an additional Ten (10) months and thus now continues through June 30, 2024.
- 2. Section II.D of the Agreement shall be deleted in its entirety and replaced with the following:**  
 D. LCHD will reimburse CWHC \$64.00 per hour of CNM or Nurse Practitioner clinic services up to 8 hours a week during the contract period.
- 3. Miscellaneous.** Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect, except as otherwise amended in writing. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Amendment. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, CWHC and LCHD have duly executed this Amendment with an Effective Date as set forth above.

CWHC:  
DLP Central Carolina Medical Group, LLC d/b/a Carolina Women's Health Center, P.A.

DocuSigned by:  
Pamela J. Kane  
26E9E82A1E1545E8  
Pamela J. Kane  
8/1/2023

Date

LCHD:  
Lee County Health Department

By: Kirk D. Smith  
Printed Name: Kirk D. Smith  
Title: Chair, Board of Commissioners  
Date: 7/31/2023

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

Candace Skeman  
Finance Officer, Lee County

CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
LEE COUNTY GOVERNMENT

CONTRACTOR: DLP Central Carolina Medical Group

COUNTY DEPARTMENT: Health Department

SUBJECT OF CONTRACT: Maternity Services

DATE/TERM OF CONTRACT: September 1, 2023-June 30, 2024

**Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:**

**Non-appropriation clause.** Contractor acknowledges that Lee County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lee County's obligations under this contract, then this contract shall automatically expire without penalty to Lee County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Lee County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Lee County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lee County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Lee County upon written notice to Contractor of such limitation or change in Lee County's legal authority.

**Dispute Resolution/Jurisdiction/Venue.** Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Lee County.

**No pledge of taxing authority.** No deficiency judgment may be rendered against Lee County or any agency of Lee County in any action for breach of a contractual obligation under this contract. The taxing power of the Lee County is not pledged directly or indirectly to secure any monies due under this contract.

**Conflict of interest:** If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Lee County and the third parties regarding the subject matter of this Contract or Agreement.

**Compliance with E-Verify requirements:** The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires

certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

**Divestment from companies that boycott Israel:** Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

**Iran Divestment Act Certification.** The Contractor certifies that the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and the Contractor will not utilize any subcontractors performing work under this Contract which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer’s website at the address and should be updated every 180 days.

**Non-Discrimination in Employment.** The Contractor will not discriminate again any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

**Indemnification:** The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees (collective, County) against all damages, liabilities, or costs, including reasonable attorneys’ fees and defense costs, to the extent caused by Contractor’s negligent performance of services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable.

**Drug-Free Workplace.** During the performance of this agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

DocuSigned by:  
*Pamela J. Kane*  
For the CONTRACTOR: \_\_\_\_\_ Title: Physician Services  
2BEEF82A1E154EE

For LEE COUNTY: *Kirk D. Smith* Title: CHAIRMAN  
*Kirk D. Smith*

Public Record Requests:  
Policy and Procedures

1. In General.

Lee County adopted policies and procedures regarding public records on July 21, 2008. The previous version of the policy and procedures are now replaced with these policies and procedures, adopted this the 24<sup>th</sup> day of July, 2023.

Lee County is fully committed to satisfying both the letter and spirit of the North Carolina Public Records Law, N.C.G.S. 132-1 *et seq.* The purpose of these policies and procedures is to ensure the equal, fair, and consistent treatment of all citizens who request public records maintained by Lee County. Pursuant to N.C.G.S. 132-6.2(e), a public agency is not required to create or compile a record that does not exist or to require a public agency to put into electronic medium a record that is not kept in that medium. Requestors should be aware that the public records policy does not require county staff to do research, analyze data, or answer written questions. Also, please be aware the County follows the information and guidelines provided by the NC Department of Cultural Resources, including all applicable local government retention and disposition schedules.

The policies and procedures discussed herein are not meant to supplant or supplement the Public Records Law. Any inconsistencies between the policies discussed herein and the Public Records Law shall always be resolved in favor of the Public Records Law. Questions regarding the Public Records Law or these policies and procedures shall be referred to the Legal Department.

2. Definitions.

For the purposes of this Policy, the following definitions apply:

- a. Actual cost: is the sum of the direct, chargeable costs related to the copying and production, as determined by generally accepted accounting principles.
- b. Burdensome copying: is copying, compiling, and/or producing records in response to a request that requires extensive use of information technology resources or extensive clerical or supervisory assistance by personnel.
- c. Personnel costs: related to burdensome copying are determined at an hourly rate equal to the gross hourly wages of the employee(s) who worked on the applicable records



production multiplied by the number of hours worked by the employee(s) during the production.

- d. Standard size copy: is an 8.5 x 11, 8.5 x 14, or 11 x 17 inch copy made from an original page that is not longer than 11 inches in one dimension and not longer than 17 inches in the other dimension.

3. Request for Public Records.

- a. Requests for public records may be made by any person, corporation, or public entity.
- b. Persons requesting public records may not be required to state the purpose for which they are requesting the record.
- c. Requests for public records are also public records.
- d. Staff prefers all public record requests to be made in writing to help ensure the County accurately produces the requested document(s) in a timely and efficient manner.
- e. Persons requesting public records are asked to fill out the document that can be found online on Lee County's website. This document requires the requester to submit the following information:
  - a. The name, address, and phone number of the requesting party. Attorneys may request public records without disclosing the name of the client who is requesting the document.
  - b. A description of the documents requested, including if possible, the subject of the document, the author of the document, and the date of the document.
  - c. The county department or office from which the document is being requested.
- f. Documents that have not been collected or reviewed within 15 days of notice to the requestor shall be returned to the file or disposed.

4. Processing a Public Records Request.

- a. All public records request should be sent to the Clerk to the Board and to the Legal Department. Upon review of the request, the Clerk to the Board and/or the Legal Department will send the request to the office that has custody of the records.
- b. The custodian of the record will work with the Clerk to the Board to determine if the request and/or response requires further review by the Legal Department.

- c. If the request does not need further legal review, either the custodian of the record (for routine requests) or the Clerk to the Board, at his/her discretion will either:
  - i. Makes copies or scan copies of the requested document(s) and charge the requester for production costs as provided herein; or
  - ii. Make the records available to the requestor for purposes of allowing him/her to view the documents at the county offices. If the requestor views the documents, the records are not allowed to leave the building and the requestor will be supervised by a staff member at all times. If, after viewing the documents, the requestor requests copies of the documents, the County may charge the requestor for production costs as provided herein.
- d. In the event the record involves confidential or privileged information, the request may be denied or redacted pursuant to the current public records law.
- e. County staff strives to process public records requests within a reasonable time of receipt. The custodian of the record shall notify the requestor in writing if the request will not be processed within thirty days and may provide an estimated date by which the documents should reasonably be prepared for review or receipt.
- f. Requestors may not remove or take public records from county offices for purposes of making copies elsewhere or for any other reason. Requestor is also not allowed to photograph, videotape, or otherwise copy or disseminate records when viewing in person.

5. Charges for Responding to Public Records Requests

- a. The Public Records Law provides that persons may obtain public records free or at a minimal cost. Charges for producing documents pursuant to a public records request shall reflect the actual cost of reproducing the record.
- b. There shall be no charge for document requests of 25 pages or less for all requestors.
- c. For document requests in excess of 25 pages, there shall be a charge of the actual cost per page for each page. Please see Attachment A for charges per page. If the Requestor asks for the records to be mailed directly to them, the Requestor must pay the actual mailing costs incurred by the County.
- d. Personnel costs shall not be charged for document requests requiring less than thirty minutes clerical time to produce, assemble, or copy.

- e. Burdensome copying shall be subject to a special service charge according to N.C.G.S. 132-6.2(b). These personnel costs may be charged for charged for document requests requiring more than thirty minutes clerical time to produce, assemble or copy. When charged, personnel costs shall be determined by multiplying the base hourly wage of the employee by the hour or fraction required to produce and copy the record. Personnel costs may also be billed to the Requestor for the time staff spends overseeing inspection of records.
- f. Requestor will receive an invoice from Lee County Government and Requestor must pay with cash or a cashier's check prior to receiving the records.
- g. There shall also be a fee of \$1.00 (one dollar) per certification by the Clerk to the Board.
- h. Document requests shall use a backward-rolling sixty-day calendar in order to avoid piecemeal requests and encourage efficiency in the workplace. Accordingly, once a requestor receives his/her "free" twenty-five-page record, he/she will be charged ten cent per page for each page produced thereafter on behalf of the requestor within the next sixty days. This also applies to multiple record requests submitted at the same time; if more than one record requests is submitted at once, the requestor will only receive 25 "free" pages for the entire request. The same principal shall apply to labor costs.
- i. Where the Clerk to the Board, after discussion with the custodian of the record, believes the cost of producing the record will exceed five dollars, the Clerk shall contact the requestor for permission to produce the record at the estimated cost. Copies shall not be made until the custodian receives affirmation from the requestor that he/she is willing to pay the estimated cost of producing the records.
- j. Requests for waiver of fees may be made to the County Manager on a case by case basis.
- k. Copies of records shall not be released until the requestor pays the copying/production costs.

#### 6. Confidential or Privileged Documents.

North Carolina law excludes some records held by the local government as confidential and privileged documents. Because civil and criminal sanctions may apply for the wrongful production of confidential or privileged information, employees are strongly encouraged to review the public records law statute and to contact the Legal Department to ensure they remain in compliance. Examples of confidential/privileged documents that cannot be produced under the Public Records Act include attorney-client documents, attorney work product, privileged

health information, health records, Department of Social Service client records, certain hospital records, federal tax identification numbers, personnel records, certain tax records, certain library user records, trade secrets, records of criminal investigations, sensitive public security information, photo/video records made pursuant to an autopsy, minutes of closed sessions, and certain documents related to economic incentives. This list is not all-inclusive. Questions regarding confidential and/or privileged documents should be submitted to the Legal Department prior to disclosure.

7. Questions Concerning Public Records.

Questions regarding the production of records under the Public Records Act should be forwarded to the Legal Department.

Adopted this the 25 day of July, 2023.



Kifk D. Smith

Chair

Lee County Commissioners

Attachment A

Paper Copies: 10 cents

Electronic Copies: If Lee County purchases a device for electronic distribution, full reimbursement for device.

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS  
 FROM: LISA MINTER, LEE COUNTY MANAGER  
 SUBJECT: BUDGET AMENDMENT:# 7/24/24/01  
 DATE: July 24, 2023

SECTION I. THE FOLLOWING GENERAL FUND (1100) REVENUE INCREASES ARE HEREBY APPROVED:

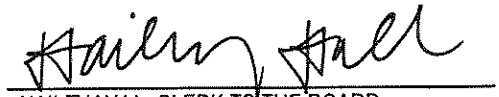
DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Health	1100-3510-33720	NC CARES 360 COMMUNITIY GRANT		56,425	56,425
Fund Balance	1100-3990-39900	Fund Balance		360,509	360,509
TOTAL CHANGES				<u>416,934</u>	

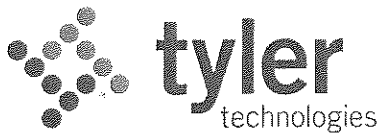
SECTION II. THE FOLLOWING GENERAL FUND (1100) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Health-NC Cares	1100-5112-43410	Travel	-	1,500	1,500
Health-NC Cares	1100-5112-43510	Telephone	-	1,800	1,800
Health-NC Cares	1100-5112-43540	Printing	-	1,500	1,500
Health-NC Cares	1100-5112-43960	Contracted Services	-	50,125	50,125
Health-NC Cares	1100-5112-44100	Office Supplies	-	1,500	1,500
Finance	1100-4130-46400	Capital Outlay	-	27,466	27,466
Finance	1100-4130-46415	Equipment < \$500	3,000	11,035	14,035
Finance	1100-4130-44100	Office Supplies	7,000	1,499	8,499
General Services	1100-4262-43320	Maintenance to Building	265,000	3,500	268,500
General Services	1100-4262-46200	Building Improvements	729,500	50,318	779,818
Sheriff Office	1100-4310-45700	Crime Prevention	17,750	6,000	23,750
IT	1100-4210-43380	Maintenance to Technology	689,309	15,915	705,224
IT	1100-4210-43570	Uniforms	1,104	900	2,004
Colts	1100-5824-43310	Maintenance to Vehicles	118,000	3,172	121,172
Colts	1100-5824-46411	Capital Outlay \$5000 and above	260,000	189,342	449,342
Library	1100-6111-43310	MAINTENANCE-VEHICLES	-	12,000	12,000
Library	1100-6111-43320	MAINTENANCE-BUILDINGS	-	8,940	8,940
Library	1100-6111-44100	OFFICE/DEPARTMENT SUPPLIES	-	2,957	2,957
Library	1100-6111-44660	PROGRAM SUPPLIES	-	1,600	1,600
Library	1100-6111-46400	CAPITAL OUTLAY \$500-\$4999	-	22,265	22,265
Library	1100-6111-46412	TECHNOLOGY EQ \$500-\$4,999	-	3,600	3,600
TOTAL CHANGES				<u>416,934</u>	

  
 KIRK SMITH, CHAIR



  
 HAILEY HALL, CLERK TO THE BOARD



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler" or "Contractor") and Lee County, North Carolina, with offices at 106 Hillcrest Drive, Sanford, North Carolina 27331 ("Client" or "Lee County" or "County").

WHEREAS, Tyler (through its predecessor Computer Center Software) and Client are parties to an original agreement dated February 28, 1997 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. Tyler shall provide maintenance services to Client's Tax Department, as specified in the Agreement and Tyler's then-current support call process, for the Tyler Software listed, and during the period indicated, in the attached proforma.
2. For those maintenance services provided to Client's Tax Department, Client shall remit to Tyler maintenance fees in the amount set forth in the attached proforma. Tyler reserves the right to suspend Client access to maintenance services in the event Client fails to pay undisputed maintenance fees within thirty (30) days of the payment due date.
3. Maintenance services will renew automatically for additional one (1) year terms at Tyler's then-current maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.
4. The following provisions are hereby added to the Agreement:
  - a. **Non-appropriation clause.** In the event that public funds are unavailable and not appropriated for the performance of Lee County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Lee County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. In the event of termination for lack of appropriation, County will pay Contractor for all fees and expenses related to the software, products, and/or services County has received, or Contractor has incurred or delivered, prior to the effective date of termination. It is expressly agreed that Lee County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.
  - b. **Dispute Resolution/Jurisdiction/Venue.** Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute arising under the Agreement. The parties shall cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and



engage in good faith negotiations. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, then the dispute may be settled by non-binding mediation in the State of North Carolina or via meetings held via a remote-meeting tool as mutually agreed to by the parties, and in accordance with such procedures as may be available to units of local government under state law. If the dispute remains unresolved after mediation, then either party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent either party from seeking necessary injunctive relief during the dispute resolution procedures. The forum for any legal proceedings concerning this Agreement shall be the federal or state courts in the State of North Carolina with jurisdiction over Lee County.

- c. **No pledge of taxing authority.** This provision applies only to the extent required by applicable law: No deficiency judgment may be rendered against Lee County or any agency of Lee County in any action for breach of a contractual obligation under this contract. The taxing power of the Lee County is not pledged directly or indirectly to secure any monies due under this contract.
- d. **Conflict of Interest:** Reserved.
- e. **Compliance with E-Verify requirements:** The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the federal E Verify program operated by the United States Department of Homeland Security and other federal agencies.
- f. **Divestment from companies that boycott Israel:** Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et seq. and (b) it will not take any action causing it to appear on any such list during the term of the Agreement.
- g. **Iran Divestment Act Certification.** The Contractor certifies that the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and the Contractor will not utilize any subcontractors performing work under this Agreement which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer’s website at the address and should be updated every 180 days.
- h. **Non-Discrimination in Employment.** The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability and will comply with applicable federal, state, and local laws prohibiting discrimination in employment practices. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision, this Agreement may be suspended or terminated, in whole or in part by the County, subject to notice and an opportunity to cure and any applicable dispute-resolution provisions in the Agreement.



- i. **Indemnification:** The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees (collective, County) against all third-party claims, damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, for (a) personal injury or property damage to the extent caused by Contractor's negligence or willful misconduct; or (b) Contractor's violation of PCI-DSS requirements or a law applicable to Contractor's performance under this Agreement. County must notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement. County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense.
- j. **Drug-Free Workplace.** During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor who may be engaged to perform services under the Agreement.

- 5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 6. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

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

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

Title: \_\_\_\_\_

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

Lee County, North Carolina

By: Kirk D. Smith

Name: KIRK D SMITH

Title: CHAIRMAN

Date: 25 July 2023

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

Candace Kemar  
Finance Officer, Lee County





**Exhibit 1**  
**Amendment Investment Summary**

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Empowering people who serve the public®

**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

**Questions**

Tyler Technologies - ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

**THIS IS NOT AN INVOICE  
 PROFORMA**

Company	Order No.	Date	Page
045	184246	01/11/2023	1 of 1

To: LEE COUNTY TAX DEPARTMENT  
 106 HILLCREST DRIVE  
 SANFORD, NC 27331  
 United States

Ship To: LEE COUNTY TAX DEPARTMENT  
 106 HILLCREST DRIVE  
 SANFORD, NC 27331  
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	2005	Net 30	USD		

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: LEE COUNTY TAX							
1 Renewal: MUNIS ONLINE - CITIZEN SELF SERVICE Maintenance Plan: ; Start: 09/05/2023, End: 09/04/2024; Term: 12 months	No	1	1	EA	3,500.00	.00	3,500.00
2 Renewal: SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance Plan: ; Start: 09/05/2023, End: 09/04/2024; Term: 12 months	No	1	1	EA	0.00	.00	0.00
3 Renewal: SUPPORT & UPDATE LICENSING - TAX BILLING Maintenance Plan: ; Start: 09/05/2023, End: 09/04/2024; Term: 12 months	No	1	1	EA	19,174.39	.00	19,174.39
4 Renewal: SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance Plan: ; Start: 09/05/2023, End: 09/04/2024; Term: 12 months	No	1	1	EA	2,371.75	.00	2,371.75
5 Renewal: SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance Plan: ; Start: 09/05/2023, End: 09/04/2024; Term: 12 months	No	1	1	EA	2,981.66	.00	2,981.66
6 Renewal: TYLER UNLIMITED CLIENT ACCESS MAINTENANCE Maintenance Plan: ; Start: 09/05/2023, End: 09/04/2024; Term: 12 months	No	1	1	EA	1,650.00	.00	1,650.00
7 Renewal: TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance Plan: ; Start: 09/05/2023, End: 09/04/2024; Term: 12 months	No	1	1	EA	2,949.19	.00	2,949.19

Does not include any applicable taxes

Order Total: **32,626.99**

Comments: Upon acceptance please email your purchase order to PO@tylertech.com



## Amendment and Renewal Addendum

This Amendment and Renewal Addendum ("Amendment") is made by and between Tyler Technologies, Inc. with offices at One Tyler Way, Moraine, OH 45439 ("Tyler" or "Contractor") and Lee County, North Carolina with offices at 106 Hillcrest Drive, Sanford, NC 27330 ("Client" or "Lee County" or "County").

WHEREAS, Tyler and Client are parties to an agreement signed September 16, 2013 and with a term beginning September 1, 2013 ("Agreement"); and

WHEREAS, the Term of the Agreement expires October 31, 2023 ("Expiration Date");

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. **SaaS Term.** The term of the Agreement is hereby renewed for one (1) year, commencing on November 1, 2023 (for the purposes of this Amendment, the "Renewal Term"). After the completion of the Renewal Term, the Agreement may renew for additional one year periods. Tyler will notify the Client of any changes to renewal fees for SaaS Services at least sixty (60) days prior to the expiration of the Renewal Term. The Client shall notify Tyler at least thirty (30) days prior to the expiration of the Renewal Term should the Client choose not to renew the agreement for the 2024-2025 period.
2. **SaaS Fees.** Tyler will invoice the Client for the annual SaaS Fees set forth in Exhibit 1 to this Addendum in quarterly installments on or about October 1, 2023, January 1, 2024, April 1, 2024, and July 1, 2024.
3. The following provisions are hereby added to the Agreement:
  - a. **Non-appropriation clause.** In the event that public funds are unavailable and not appropriated for the performance of Lee County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Lee County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. In the event of termination for lack of appropriation, County will pay Contractor for all fees and expenses related to the software, products, and/or services County has received, or Contractor has incurred or delivered, prior to the effective date of termination. It is expressly agreed that Lee County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.
  - b. **Dispute Resolution/Jurisdiction/Venue.** Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute arising under the Agreement. The parties shall cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations. Senior representatives will convene within thirty (30)

days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, then the dispute may be settled by non-binding mediation in the State of North Carolina or via meetings held via a remote-meeting tool as mutually agreed to by the parties, and in accordance with such procedures as may be available to units of local government under state law. If the dispute remains unresolved after mediation, then either party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent either party from seeking necessary injunctive relief during the dispute resolution procedures. The forum for any legal proceedings concerning this Agreement shall be the federal or state courts in the State of North Carolina with jurisdiction over Lee County.

- c. **No pledge of taxing authority.** This provision applies only to the extent required by applicable law: No deficiency judgment may be rendered against Lee County or any agency of Lee County in any action for breach of a contractual obligation under this contract. The taxing power of the Lee County is not pledged directly or indirectly to secure any monies due under this contract.
- d. **Conflict of Interest:** Reserved.
- e. **Compliance with E-Verify requirements:** The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the federal E Verify program operated by the United States Department of Homeland Security and other federal agencies.
- f. **Divestment from companies that boycott Israel:** Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et seq. and (b) it will not take any action causing it to appear on any such list during the term of the Agreement.
- g. **Iran Divestment Act Certification.** The Contractor certifies that the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and the Contractor will not utilize any subcontractors performing work under this Agreement which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer’s website at the address and should be updated every 180 days.
- h. **Non-Discrimination in Employment.** The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability and will comply with applicable federal, state, and local laws prohibiting discrimination in employment practices. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision, this Agreement may be suspended or terminated, in whole or in part by the County, subject to notice and an opportunity to cure and any applicable dispute-resolution provisions in the Agreement.

- i. **Indemnification:** The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees (collective, County) against all third-party claims, damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, for (a) personal injury or property damage to the extent caused by Contractor's negligence or willful misconduct; or (b) Contractor's violation of PCI-DSS requirements or a law applicable to Contractor's performance under this Agreement. County must notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement. County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense.
- j. **Drug-Free Workplace.** During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor who may be engaged to perform services under the Agreement.

4. This Addendum shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth below ("Addendum Effective Date").

Tyler Technologies, Inc.

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

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

Title: \_\_\_\_\_

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

Lee County, North Carolina

By: Kirk D. Smith

Name: KIRK D SMITH

Title: CHAIRMAN

Date: 25 JULY 2023

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

Candace DeMan  
Finance Officer, Lee County



**Exhibit 1**  
**Addendum Investment Summary**

<b>Description:</b>	<b>Annual Fee:</b>
Enterprise Assessment & Tax SaaS	\$105,280.00
Analyze SaaS	\$7,480.00
Conveyance SaaS	\$3,945.00
Property Access SaaS	\$18,185.00
<b>Total Due:</b>	<b>\$134,890.00</b>

**AMENDMENT NO. 2 TO The SouthData Print & Mail Services Contract**

This Amendment No. 2 (the “Amendment”) is effective as of July 19, 2023 (“Amendment Effective Date”) and amends the Service Contract (the “Contract”) between SouthData, Inc., including its subsidiaries and other affiliated entities and Lee County Tax Administration (“CLIENT”) effective July 18, 2017.

**WHEREAS** SOUTHDATA and CLIENT desire to amend their Contract in the manner set forth herein.

**WHEREAS**, capitalized terms used but not otherwise defined in this amendment (the “Amendment”) shall have the same meanings respectively ascribed to them in the Contract; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and Contracts made and contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. The following section is deleted and replaced in its entirety as follows:
2. **TERM (Section 7.1)** The Term of this Contract for Services is from 7.19.2023 to 7.18.2024 unless sooner terminated as provided herein. Thereafter, and if neither party has terminated the Contract prior to expiration, the Contract will renew for periods of one (1) year or until either party terminates the Contract according to the provisions herein. For the Term of the initial one (1) year the CLIENT agrees to a price increase of fifteen percent (15%) reflected in the unit pricing listed below. If the CLIENT awards and continues service for the EverView payment platform service, SOUTHDATA will lower the price increase on the listed items below to five percent (5%).

Personal Property Tax Notice	<b>0.1426</b>
Debt Setoff Letter	<b>0.1363</b>
Real Property Tax Notice	<b>0.1426</b>
Property Tax Reminder	<b>0.1300</b>
Property Assessment Value Notice	<b>0.1863</b>
Miscellaneous Image	<b>0.0748</b>
Lee County Tax Administration	<b>0.0748</b>
Business Property Listing	<b>0.3450</b>
Lee County Vehicle GAP Bill	<b>0.1426</b>
Property Assessment Value Notice	<b>0.1863</b>
Unlisted Business Property Letter	<b>0.2346</b>



Unlisted Personal Property Letter	0.1484
Advertise Notice/Del. Property	0.1442
Personal Property Listing	0.2473

3. When signed by an authorized signatory of The CLIENT, the new pricing will result in a waiver of recovery surcharges.
4. All other terms of the Contract shall remain unchanged by this Amendment.

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 2 as of the Amendment Effective Date by their duly authorized representatives.

EverView

Lee County ~~Tax Administration~~

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

By: Kirk D. Smith

Name: Joseph Tetstone

Name: KIRK D. SMITH

Title: Executive Vice President

Title: CHAIRMAN

Date: 7/25/23

Date: 25 July 2023

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

Candace Steiner  
Finance Officer, Lee County

CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
LEE COUNTY GOVERNMENT

CONTRACTOR: Output Services Group/SouthData

COUNTY DEPARTMENT: Tax Office

SUBJECT OF CONTRACT: Mail Services

DATE/TERM OF CONTRACT: July 19, 2023-June 30, 2024

**Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:**

**Non-appropriation clause.** Contractor acknowledges that Lee County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lee County's obligations under this contract, then this contract shall automatically expire without penalty to Lee County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Lee County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Lee County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lee County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Lee County upon written notice to Contractor of such limitation or change in Lee County's legal authority.

**Dispute Resolution/Jurisdiction/Venue.** Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Lee County.

**No pledge of taxing authority.** No deficiency judgment may be rendered against Lee County or any agency of Lee County in any action for breach of a contractual obligation under this contract. The taxing power of the Lee County is not pledged directly or indirectly to secure any monies due under this contract.

**Conflict of Interest:** If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Lee County and the third parties regarding the subject matter of this Contract or Agreement.

**Compliance with E-Verify requirements:** The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires

certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

**Divestment from companies that boycott Israel:** Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

**Iran Divestment Act Certification.** The Contractor certifies that the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and the Contractor will not utilize any subcontractors performing work under this Contract which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address and should be updated every 180 days.

**Non-Discrimination in Employment.** The Contractor will not discriminate again any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

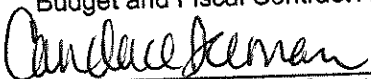
**Indemnification:** The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees (collective, County) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable.

**Drug-Free Workplace.** During the performance of this agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

For the CONTRACTOR:  Title: Chief Revenue Officer

For LEE COUNTY:  Title: CHAIRMAN

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

  
Finance Officer, Lee County

**TAX MANAGEMENT ASSOCIATES, INCORPORATED**

**AND**

**LEE COUNTY, NORTH CAROLINA**

**BUSINESS PERSONAL PROPERTY AUDIT SERVICES CONTRACT ADDENDUM**

This Contract Addendum is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between LEE COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "COUNTY" and TAX MANAGEMENT ASSOCIATES, INC., a corporation authorized to conduct business in North Carolina, hereinafter referred to as "TMA".

WITNESSETH:

WHEREAS, COUNTY and TMA have previously entered into an agreement dated September 23, 1996, and an addendum dated August 19, 2013, for Business Personal Property Audit Services and

WHEREAS, COUNTY and TMA desire to amend the agreement by this written Contract Addendum while keeping in effect all terms and conditions of the previous agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

**AGREEMENT**

1. By eliminating from the original agreement of September 23<sup>rd</sup>, 1996, under GENERAL PROVISIONS paragraph 3. CANCELLATION, and from the amendment of August 19<sup>th</sup>, 2013, ELIMINATIONS AND INSERTIONS, paragraph 4, and inserting therein in its place a new paragraph 3 to read as follows:
  3. This Agreement shall become effective from July 1, 2023, until June 30, 2024, and shall renew thereafter on an annual basis. This agreement shall be cancellable by either party upon thirty (30) days written notice.

The parties have expressed their agreement to these terms by causing this Contract Addendum to be executed by their duly authorized officer or agent. This Agreement shall be effective as of the date herein.

COUNTY:

By: *Kirk D. Smittle*  
*KIRK D. SMITTLE*

Title: *CHAIRMAN*

Date: *25 JULY 2023*

TMA:

By: *[Signature]*

Title: CEO

Date: 7-11-2023

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

*Candace Deeman*  
Finance Officer, Lee County

CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
LEE COUNTY GOVERNMENT

CONTRACTOR: Tax Management Associates Inc.

COUNTY DEPARTMENT: Tax Office

SUBJECT OF CONTRACT: Business Personal Property Audit

DATE/TERM OF CONTRACT: July 1, 2023-June 30, 2024

**Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:**

**Non-appropriation clause.** Contractor acknowledges that Lee County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lee County's obligations under this contract, then this contract shall automatically expire without penalty to Lee County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Lee County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Lee County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lee County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Lee County upon written notice to Contractor of such limitation or change in Lee County's legal authority.

**Dispute Resolution/Jurisdiction/Venue.** Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Lee County.

**No pledge of taxing authority.** No deficiency judgment may be rendered against Lee County or any agency of Lee County in any action for breach of a contractual obligation under this contract. The taxing power of the Lee County is not pledged directly or indirectly to secure any monies due under this contract.

**Conflict of Interest:** If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Lee County and the third parties regarding the subject matter of this Contract or Agreement.

**Compliance with E-Verify requirements:** The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

**Divestment from companies that boycott Israel:** Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

**Iran Divestment Act Certification.** The Contractor certifies that the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and the Contractor will not utilize any subcontractors performing work under this Contract which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer’s website at the address and should be updated every 180 days.

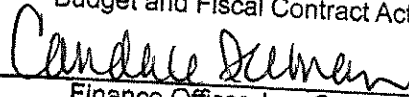
**Non-Discrimination in Employment.** The Contractor will not discriminate again any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

**Indemnification:** The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees (collective, County) against all damages, liabilities, or costs, including reasonable attorneys’ fees and defense costs, to the extent caused by Contractor’s negligent performance of services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable.

**Drug-Free Workplace.** During the performance of this agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

For the CONTRACTOR:  Title: CEO

For LEE COUNTY:  Title: CHAIRMAN

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Contract Act.  
  
Finance Officer, Lee County

**Tax Management Associates, Incorporated**  
**Business Personal Property Audit Services Contract**  
**Contract Number 96-71-053**

This contract made and entered into this 23rd day of September, 1996, by and between LEE COUNTY, a political subdivision of the State of North Carolina, hereinafter called the COUNTY and TAX MANAGEMENT ASSOCIATES, INC., a corporation authorized to conduct business in North Carolina, hereinafter called TMA, to assist the COUNTY ASSESSOR in the performance of audits to verify the accuracy of business taxpayers' listings of personal property for advalorem taxation.

Contractual services may begin on October 1, 1996, or upon full execution of this contract, whichever is the later date.

**SPECIAL PROVISIONS**

**WITNESSETH:**

WHEREAS, the COUNTY desires to obtain audit services on the County's business personal property taxpayers as authorized by the North Carolina General Statutes; and

WHEREAS, TMA agrees to provide said audit services for the COUNTY pursuant to the charges, terms and conditions of this Agreement; and

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

**1. SERVICES**

A. In accordance with the charges, terms and conditions contained in this Agreement, TMA agrees to furnish business personal property audit services to verify the accuracy of business taxpayers business personal property tax listing filed with the LEE County Assessor.

B. The services provided by TMA will be performed in accordance with the terms and conditions provided by this Agreement and in compliance with all applicable North Carolina Property Tax Statutes. TMA agrees to perform audits in accordance with professionally accepted auditing and accounting standards.



C. Audits to be performed by TMA to verify the accuracy in taxpayers listings shall be selected and assigned by the county as may hereafter be deemed appropriate. It is agreed to by the County that a minimum three-hundred thirty-four (334) listings will be assigned to TMA for audit during an thirty-six (36) month period beginning from the date of execution of this agreement.

D. It is expressly agreed by the parties that all work performed by TMA shall be under the direct supervision and control of the County Assessor. All correspondence in connection with audits will be signed by the County Assessor or by his authorized designee.

E. In order to assist in the scheduling of taxpayers' listings selected by the County for audit, the county agrees to make available to TMA copies of the personal property listings for the years for which audits are to be performed.

F. TMA agrees to audit all listings assigned for audit for the most current year and applicable prior years up to five (5) years as provided by North Carolina General Statute 105-312 which provides for Discovery Procedures and Limitations.

G. It is expressly understood by TMA that under the provisions of North Carolina General Statute 105-299, it and its employees are subject to the State Confidentiality Statutes (General Statute 105-289(I) and General Statute 105-259) and the penalties contained therein and TMA agrees to abide by the North Carolina Statutes concerning confidentiality of taxpayer records and shall hold the County harmless from any liability which may result from an action involving TMA or its employees or agents regarding confidentiality of taxpayer records.

H. TMA agrees to provide training to designated employees of the County as to all aspects of the audit services provided pursuant to this agreement. Any appropriate designee of the County may accompany TMA on any audit, provided the county shall be responsible for the travel related expenses of such county employee.

I. TMA agrees that no employee of the company will consult with or answer questions regarding any aspect of an audit being performed, except with authorized county officials and the taxpayer being audited, unless otherwise directed to do so by the County Assessor.

J. If through any cause, TMA or the County fails to fulfill its obligations as provided by this Agreement, or materially violates any of the covenants or stipulations within this agreement, and such failure or violation continues for thirty (30) days after written notice thereof by a party, either party shall thereupon have the right to terminate this agreement immediately upon giving written notice to the other party. Said notice shall be delivered to the party personally or mailed by certified mail to the mailing address as specified herein. In the event of termination all audits assigned to TMA shall be completed by TMA

and all fees for completed audits shall be payable in accordance with the terms as provided by this Agreement.

K. It is expressly understood and agreed to by TMA and the County that the audit services performed under this agreement represents an examination of data and materials, as might be contained in a taxpayers accounting records or other documents, for the purpose of verifying the accuracy of listings, reports or statements filed with the County in connection with a taxpayers listing of property and that such services is not an appraisal service except that information obtained in an audit performed by TMA may be used by the County Assessor to form an opinion or estimate of value as in an appraisal.

## **2. COST AND PAYMENT FOR AUDIT SERVICES:**

A. The County shall pay to TMA for services furnished under this Agreement an amount equal to thirty percent (30%) of the taxes collected for discoveries resulting from each audit performed by TMA. Taxes shall include all taxes levied by the County, including listing penalties and interest.

B. All expenses incurred by TMA in performing audits under this Agreement including, but not limited to, travel, food, lodging, mileage, salaries, etc. shall be the responsibility of TMA. The County will be responsible for the cost of postage for handling audit correspondence and the cost of providing TMA copies of County tax records associated with an individual audit.

C. To facilitate TMA's billing for audit fees, the County agrees to provide TMA a copy of paid tax receipts issued to taxpayers following the payment of taxes generated from an audit performed by TMA, within ten (10) days following receipt of payment.

D. TMA shall invoice the County for applicable audit fees on a monthly basis. Invoiced fees will be due and payable within ten (10) days following billing date. If payment is not received by TMA within thirty (30) days from billing date, unpaid balance of fees will be subject to additional fees in the amount of one and one-half percent (1 1/2%) per month until payment is received.

E. All legal cost involving appeals resulting from an audit shall be the responsibility of the County. TMA shall be responsible for defending its audit findings throughout any appeals process without additional cost to the County. Defense of audit findings shall include personal appearances at meetings with taxpayers or their representatives, and providing testimony and evidence at all hearings before the County Assessor, Board of County Commissioners, and at any other appeal level concerning information identified in an audit.

## GENERAL PROVISIONS

1. **AUTHORITY TO CONTRACT:** The COUNTY'S authority to contract for the service herein is authorized by North Carolina General Statute 105-299.
2. **AUDIT:** All invoices shall be submitted by the CONTRACTOR to the COUNTY ASSESSOR with sufficient detail for a proper pre-audit or post-audit.
3. **CANCELLATION:** This agreement shall become effective from the date entered above and shall remain in effect for an initial term of thirty-six months and shall continue in effect thereafter on a month-to-month basis. This agreement may be terminated by either party without cause following the initial term upon thirty (30) days written notice.
4. **COLLATERAL ASSIGNMENT:** The COUNTY acknowledges and agrees that payment due TAX MANAGEMENT ASSOCIATES, INC. under this Agreement and all other agreements with the government authority (the "Agreement") have been collaterally assigned to Branch Banking and Trust Company (a North Carolina banking corporation, whose address is 6869 Fairview Road, Charlotte, North Carolina 28210-3384). All payments due TAX MANAGEMENT ASSOCIATES, INC. under this the Agreement will be sent, **UPON REQUEST**, to the Bank at that address pursuant to a financing and cash management arrangement. The Bank is authorized to receive information relating to this agreement and payments due under the Agreement and all amendments or modifications to the Agreement from LEE COUNTY (the government authority). The Bank is authorized to rely upon the terms of the Agreement. The government authority agrees to give notice to the Bank thirty (30) days prior to termination of this Agreement.
5. **INDEMNIFICATION:** To the fullest extent permitted by laws and regulations, the CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of engineers or architects, attorneys and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this contract or the actions of the CONTRACTOR or its officials, employees or contractors under this Contract or under the Contracts entered into by the CONTRACTOR in connection with this contract. This indemnification shall survive the termination of this Agreement.
6. **NON-DISCRIMINATION:** The CONTRACTOR shall not discriminate against any person on the grounds of race, color, national origin, sex, age or disability in the administration of this contract. Nor shall any person be excluded from participation in, or be denied the benefits of this contract on the grounds of race, color, national origin, sex, age or disability.
7. **LAW CONTROLLING:** The laws of the state of North Carolina shall control and govern this contract.

8. **NON-ASSIGNMENT:** This Agreement is not assignable by either party, by operation of law or otherwise.

9. **MODIFICATION:** This contract may be modified only by a written agreement executed by both parties hereto.

10. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement of the parties and no other agreement or modification to this contract, expressed or implied, shall be binding on either party unless same shall be in writing and signed by both parties. This Agreement may not be orally modified. Any modifications must be in writing, expressly titled a modification or addendum to this contract, attached to this contract, and signed by both parties.

11. **SEVERABILITY:** Should any provision, portion or application thereof of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law or constitutional provision, the Parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.

12. **HEADINGS:** The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties, and no purposes of interpretation shall be made to the contrary.

13. **NOTICES:** Any notices to be given or submitted by either party to the other pursuant to this Agreement shall be made in writing and sent by first class mail, postage paid or by hand delivery to:

COUNTY:  
LEE COUNTY  
Post Office Box 1968  
Sanford, NC 27331  
ATTN: Roger Kelly

CONSULTANT:  
TAX MANAGEMENT ASSOCIATES  
Post Office Box 17128  
Charlotte, NC 28227-7712  
ATTN: Richard H. Cooke, President

Executed and entered into by the parties hereto.

ACCEPTED:

LEE COUNTY  
BOARD OF COMMISSIONERS  
COUNTY COURTHOUSE  
SANFORD, NC 27331

ACCEPTED:

TAX MANAGEMENT ASSOCIATES, INC.  
2225 CORONATION BLVD  
POST OFFICE BOX 17128  
CHARLOTTE, NC 28270-0099

AUTHORIZED SIGNATURE:

*F. Hubert Garner*  
F. Hubert Garner

AUTHORIZED SIGNATURE:

*Richard H. Cooke*  
RICHARD H. COOKE

TITLE: Chairman

TITLE: PRESIDENT

DATE: 9/16/96

DATE: 9/23/96

ATTEST BY:

*Gaynell M. Beal*  
Gaynell M. Beal

ATTEST BY:

*Jennifer Ann Kard*  
TITLE: Corporate Assistant

COUNTY CLERK (SEAL)

APPROVED:

APPROVED:

AUTHORIZED SIGNATURE:

AUTHORIZED SIGNATURE:

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

THIS CONTRACT HAS BEEN APPROVED AS TO LEGAL FORM BY THE LEE COUNTY ATTORNEY'S OFFICE ON \_\_\_\_\_, 1996.

SIGNATURE: *R. E. Hoyle*  
TITLE: County Attorney

This instrument has been preaudited in the manner required by the local government budget and fiscal control act. FINANCE OFFICER: *Jan D. M...*

Tax Management Associates, Inc.  
Business Personal Property Audit and Consulting Services  
Contract Addendum

This Contract Addendum is made and entered into this 19th day of August, 2013 by and between LEE COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "COUNTY" and TAX MANAGEMENT ASSOCIATES, INC., a corporation authorized to conduct business in North Carolina, hereinafter referred to as "TMA".

WITNESSETH:

WHEREAS, COUNTY and TMA have previously entered into an agreement dated September 23<sup>rd</sup>, 1996 and addendum dated April 18<sup>th</sup>, 2011, for Business Personal Property Audit Services; and

WHEREAS, the North Carolina General Assembly 2011 has passed House Bill 462 and subsequently amended General Statute 105-299 to prohibit the use of contingency based payments for the services found in the original agreement; and

WHEREAS, COUNTY and TMA desire to amend that agreement by this written Contract Addendum while keeping in effect all terms and conditions of the original agreement and associated addendums.

NOW, THEREFORE, for in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

**AGREEMENT**

The Original Agreement of September 23<sup>rd</sup>, 1996 and addendum dated April 18<sup>th</sup>, 2011 is still agreed upon in their entirety with the following exceptions:

**ELIMINATIONS AND INSERTIONS**

1. By eliminating from the original agreement dated September 23<sup>rd</sup>, 1996 the complete paragraph identified under SERVICES paragraph C., and inserting a new paragraph C. to read as follows:
  - C. Audits to be performed by TMA to verify the accuracy in Taxpayers' listings shall be selected and assigned by the County as may hereafter be deemed appropriate. It is agreed to by the County that approximately sixty-eight (68) audits be assigned to TMA for audit each year during a sixty (60) month period beginning from the date of execution of this Agreement.
  
2. By eliminating from the original agreement of September 23<sup>rd</sup>, 1996 under COST AND PAYMENT FOR AUDIT SERVICE, paragraph A. and inserting a new paragraph A. to read as follows:

- A. The County shall pay to TMA for services furnished under this Agreement the sum of seven hundred thirty-five dollars (\$735.00) per taxpayer location assigned for audit by the County according to the below charts.

FY 2013		
Class Size	Personal Property Assessed Value Range	No of Accounts
A	\$50,000 - \$399,999	56
B	\$400,000 - \$999,999	6
C	\$1,000,000 - \$4,999,999	3
D	\$5,000,000 - \$19,999,999	2
D3	\$20,000,000 and greater	1
<b>Total Number of Accounts Assigned</b>		<b>68</b>
<b>Total Cost</b>		<b>\$49,980</b>

3. By eliminating from the original agreement of September 23<sup>rd</sup>, 1996 under COST AND PAYMENT FOR AUDIT SERVICE, paragraph D. & E. and inserting therein in its place a new paragraph D. & E. to read as follows:

D. TMA agrees to bill the County on a monthly basis; however, no billing shall include charges for services rendered on an audit unless and until the audit has been completed and the taxpayer's appeal rights exhausted or time barred by applicable statutes of limitations, unless otherwise agreed by the County Assessor.

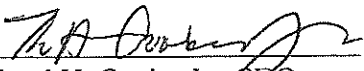
E. Not Contingency Fee – It is expressly understood by the County and TMA this contract and/or contract addendum(s) are not subject to contingency fees on the results of any or all audit(s) assigned by county to TMA and performed by TMA. Fees for said audits, regardless of the outcome or results of said audits, will be invoiced by TMA to the County after said audits have been completed and the taxpayer's appeal rights exhausted or time barred by applicable statutes of limitations, unless otherwise agreed by the County Assessor.

4. By eliminating from the original agreement of September 23<sup>rd</sup>, 1996 under GENERAL PROVISIONS paragraph 3. CANCELLATION, and inserting therein in its place a new paragraph 3 to read as follows:

3. This Agreement shall become effective from the date entered above and shall remain in effect for an initial term of sixty (60) months, and shall continue in effect thereafter on a month-to-month basis. This agreement shall be cancellable by either party upon thirty (30) days written notice.

In WITNESS WHEREOF, the parties have duly executed this Contract Addendum as of the date first above written.

Tax Management Associates, Inc.

  
Richard H. Cooke, Jr., CEO


8/19/13  
Date

Attest:

  
Brian H. Loher, CFO

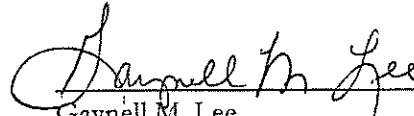
8/26/2013  
Date

Lee County

  
Charles T. Parks, Chairman  
Lee County Board of Commissioners

8-19-13  
Date

Attest

  
Gaynell M. Lee  
Clerk to the Board

8-19-13  
Date



STATE OF NORTH CAROLINA  
Department of  
Agriculture and Consumer Services

**\$ 310,456.00**  
Total Cooperative Appropriation  
  
**\$ 186,274.00** State  
  
**\$ 124,182.00** County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT  
OF FOREST LANDS IN **LEE COUNTY** NORTH CAROLINA

THIS AGREEMENT is made under the authority of **Chapter 106, Article 75, of the North Carolina General Statutes, including N.C. Gen. Stat. § 106-906, titled "Cooperation between counties and State in forest protection and development,"** by and between the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of Commissioners of **LEE COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part.

WHEREAS, the Board recognizing the need for active forest protection, development, reforestation, management and improvement in **LEE COUNTY** has accepted the offer of the Department for cooperation in accomplishing this object; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties contract and agree to maintain a legally appointed and equipped Forest Service office to support said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:
  - A) 1 County/Area Ranger(s) assigned for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
  - B) 1 Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.

- C) **0.13** Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.
  - D) **1** Forest Fire Equipment Operator(s) for purposes of establishing fire suppression control lines in assigned work areas and in other areas as needed using equipment, including crawler tractors (fire dozers), with various attachments, such as a fire plow, hurricane blades, etc., and operate and maintain all types of heavy site preparation equipment.
  - E) **0.09** Vehicle Equipment Repair Technician(s) for purposes of overhauling, repairing, and maintaining light duty vehicles and heavy-duty equipment, including but not limited to specialized firefighting equipment, heavy construction and agricultural equipment, and stationary power units equipped with complex hydraulic systems and spark spark-ignition or diesel engines.
  - F) Temporary position(s) on an as-needed basis.
2. To furnish position(s) so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements insofar as the joint funds will permit.
  3. To pay the identified position(s) for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary administration policy.
  4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s).
  5. To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County.

State Funding

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **One Hundred Eighty Six Thousand Two Hundred Seventy Four Dollars (\$186,274.00)** as its share of an annual budget of **Three Hundred Ten Thousand Four Hundred Fifty Six Dollars (\$310,456.00)** for carrying on the above listed work in said County.

Part II. THE BOARD AGREES:

7. To pay the Department **40** % of the total cost of the salary of position(s) specified in Part I.1 above and expenses and other proper expenditures made in connection with the overall forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

County Funding

8. To appropriate annually the sum of **One Hundred Twenty Four Thousand One Hundred Eighty Two Dollars (\$124,182.00)**, which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

9. That this Agreement becomes effective July 1, 2023, and lasts through June 30, 2024.
10. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.

That the annual appropriations as set forth above may be revised in writing by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work. Such revision shall become effective at the beginning of the stated Fiscal Year. The Fiscal Year begins on July 1 and ends on June 30. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

11. That this Agreement may be modified only in writing and upon execution by both parties.
12. That the Board reimburse the Department as provided in Part II of this Agreement by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.
13. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.
14. That the County/Area Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be always informed regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of **LEE COUNTY**

Date 25 July 2023

Hinda Smittle <sup>CHAIRMAN</sup>  
County Manager

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized and this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Date 7/26/23

Candace Xeman County Finance  
Officer

For the North Carolina Department of Agriculture and Consumer Services

Date \_\_\_\_\_

\_\_\_\_\_ Signature

N. David Smith  
Chief Deputy Commissioner



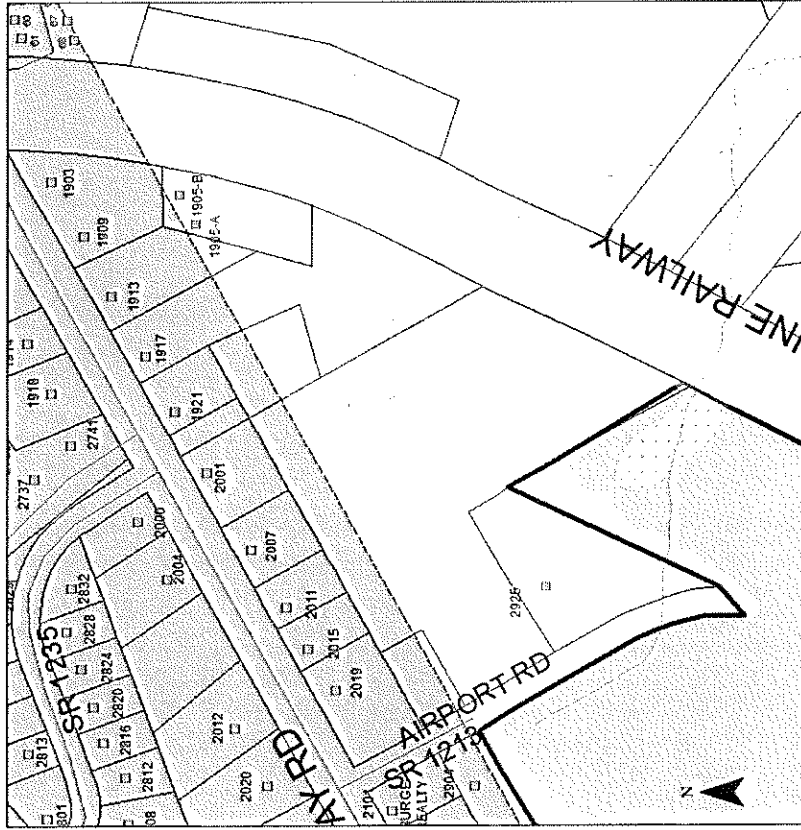


**REZONING APPLICATION**

**Rezone a portion of a 9.95+/- acre tract of land off of Airport Road.**

This is a graphic illustration and not a legal document  
All information is comprised of layers of data that may or may not align correctly





**REZONING APPLICATION**  
**Rezone a portion of a 9.95+/- acre tract of land off of Airport Road.**

This is a graphic illustration and not a legal document  
 All information is comprised of layers of data that may or may not align correctly





**DEPARTMENT OF  
TAX ADMINISTRATION**

Real Property Appraisal Tel: (919) 718-4660  
Personal Property Listing Tel: (919) 718-4661  
Collections Tel: (919) 718-4662  
P.O. Box 1968  
Sanford, NC 27331

**RESOLUTION APPROVING THE  
TAX COLLECTOR'S ANNUAL SETTLEMENT  
FOR FISCAL YEAR 2023 AND PRIOR YEARS**

**WHEREAS**, pursuant to the provisions of NCGS 105 – 373, the Tax Collector has made his report of settlement to the Lee County Board of Commissioners for fiscal year 2023 and prior years after July 1 and before he is charged with taxes for the current fiscal year, 2023 – 2024; and

**WHEREAS**, based upon the written and oral report of settlement of the Tax Collector, the Lee County Board of Commissioners has made sufficient inquiry in order to reach a determination that the collection work of the Tax Collector has been performed satisfactorily and that the Tax Collector has done everything that he could have done to reach whatever property may have been available; and

**WHEREAS**, as required by the NCGS 105 – 373, before being charged with taxes for the current fiscal year, the Tax Collector has presented to the Board of Commissioners a list of persons owning real property whose taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person and a list of persons whose personal property taxes for the preceding fiscal year remain unpaid, along with a statement under oath that he has made diligent efforts to collect the taxes due from the persons listed out of their personal property and by other means available to him for collection, and he has reported such other information concerning taxpayers as may be of interest to or required by the Board of Commissioners, including a report of his efforts to make collection outside the taxing unit under the provisions of NCGS 105 – 364; and

**WHEREAS**, the settlement of the Tax Collector, including the settlement for the taxes for prior years, which are attached hereto, together this action with this action of the Board of Commissioners, shall be entered in full upon the minutes of said Board; and

**WHEREAS**, approval of this settlement does not relieve the Tax Collector or his bondsmen of liability for any shortage actually existing at the time of settlement and thereafter discovered, nor does it relieve the collector of any criminal liability.

**NOW THEREFORE, BE FURTHER RESOLVED** by the Lee County Board of Commissioners that the annual settlement of the Tax Collector for fiscal year 2023 and prior years is hereby accepted as presented by the Tax Collector.

**BE IT FURTHER RESOLVED** by the Lee County Board of Commissioners that the following documents attached hereto and incorporated herein are approved, and further described as follows:

- 1) Settlement of 2022 tax accounts as of June 30, 2023, including the following that the Tax Collector shall be charged with; the total amount of all taxes in his hands for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries; all penalties, interest, and costs collected by him in connection with taxes for the current year; and all other sums collected by him. The Tax Collector shall be credited with, all sums deposited by him; releases duly allowed by the governing body; the principal amount of taxes constituting liens on real property, personal property, and registered motor vehicles.
- 2) Settlement of prior years (2012 through 2021) tax accounts and 2022 tax accounts as of June 30, 2023, for Lee County and its municipalities, and annual statement of collections for July 1, 2022 through June 30, 2023 of non-tax revenues.
- 3) Settlement of Cape Fear, Carolina Trace, Clearwater Forest, Deep River, Lemon Springs, Northview, Tramway, Pocket, West Sanford, and Airport Authority for 2022 and applicable prior years.

**BE IT FURTHER RESOLVED** that the list of 2022 unpaid property taxes and the list of persons not owning real property whose 2022 personal property taxes remain unpaid are hereby acknowledged as received; the collection reports of 2012 through 2022, as of June 30, 2023 are acknowledged as received; and the efforts made under the provisions of NCGS 105 – 364 to collect taxes is acknowledged as received.

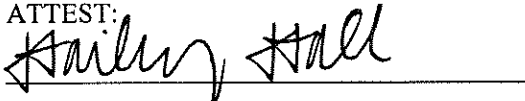
**ADOPTED** this the 24<sup>th</sup> day of July 2023.



Kirk D. Smith, Chair

Lee County Board of County Commissioners

ATTEST:



Hailey Hall, Clerk



## County Manager's Report – July 24, 2023

### Ongoing Projects

**Moore Training Facility** – Terraquest Environmental Consultants has placed the order for the equipment to install the skimmer system for the continuation of the hazardous waste mitigation that was previously approved by the Board of Commissioners. The lead time for the equipment delivery is 6 weeks. The tentative schedule for installation is the second week in September.

**Multi-Sports Complex** – 100% construction drawings have been received from McAdams and reviewed by Development Services. This project is on track to send out to bid by July 18, 2023 (to pre-qualified contractors only). DOT has provided preliminary approval for an access break on Highway 42 that will be subject to final approval once DOT and the County reach an agreement related to value. An appraisal to be provided by DOT will determine estimated fees associated with the access break. DOT has requested additional updates for the turning lane at the NC 42 intersection, McAdams is working with WSP to update the design. DOT will require a developer's agreement for the installation of the right turn lane coming into the multi-sports complex to include it as a part of the widening project on Broadway Road. This would involve DOT's contractor performing the additional work to construct the turning lane while the County would pay a fee for the work performed. McAdams continues working with DOT on final review of roundabout design. The names for the roads through the facility have been recommended by the Lee County Parks and Recreation Commission and will be presented at the July 24<sup>th</sup> Board of Commissioners meeting for the Board's consideration. The deadline for bids is August 29<sup>th</sup>.

**Horton Pool** – The bathhouse contractor (JMT) is working on a final punch list. Southeast Aquatics is working on completing a number of items to reach substantial completion. The most concerning of these items from the County's point of view is the investigation and repair of an apparent leak in the pool. Upon inspection of the facility, the City of Sanford Fire Marshal's Office also required the installation of an emergency push bar egress gate to be installed along the fencing of the pool and a non-combustible wall barrier to be installed to separate pool chemicals. The gate is anticipated to be installed on July 18. The non-combustible wall is in place. City Building Inspections has approved bonding and items related to the bathhouse. An official opening date determination is contingent on the contractors' (JMT and SEA) completion of a final punch, leak repair, impedance (electrical) test, and approval by Environmental Health.

**Phase I & II Parks Projects – Kiwanis Children's Park and Temple Park** – The new playground equipment for Temple Park was delivered on 6/27/23. Parks and Rec is working to schedule installation with the vendor. The shelter/restroom is scheduled to arrive and begin installation the week of 7/19/23. As soon as the shelter/restroom is in place, Duke Energy will be out to connect the service. Sewer and water connections will need to go out to bid.

**Library Building Project** – This project is reaching the end of the Design Development phase. Vines Architecture is finalizing the floor layout. Some changes were made related to the location of mechanical rooms due to a modification in HVAC system access, along with the teen area. Vines is anticipated to deliver DD drawings (85%) to Lee County by end of July. Staff has been working with TELICS and J. Thomas Engineering on the planning and negotiation of an easement for outside sewer connection to the site. A proposal for purchase of the easement has been included on the July 24<sup>th</sup> Board of Commissioners' Agenda. Staff has also been in discussion with Vines and technology vendors for planning related to anticipated technology needs.

**Historic Courthouse** – Hobbs Architects and Lee County Government met with NC State Historic Preservation on 7/5/23 to review Hobbs' design and recommended repair options. Hobbs met

with the Lee County General Services team to receive a brownstone sample for matching architectural precast due to the unavailability of matching authentic brownstone. The County participated in conversation with Hobbs Architecture and the State Department of Natural and Cultural Resources to determine if precast would be acceptable to the State. The State has conditionally approved the precast depending on the quality they receive.

**EMS Parking Rehabilitation** – The parking lot rehabilitation in the front and rear of the building located at the EMS Ambulance Station located at 1218 Central Drive has been completed.

### Reports

**Tax** – The Tax Department Collections report for June.

**Building Inspections** – Attached are the monthly inspection reports for June 2023.

**Library Board of Trustees** – The Library Director's Report for June and Level Up! July 2023 program guide are attached. The Board of Trustees does not meet in July.

**Parks and Recreation** – The agenda from the June 26, 2023 meeting is attached.

**TRC** – The TRC Agenda for July is attached.

### Upcoming Meetings/Events:

Board of Commissioners Regular Meeting – August 21, 2023 – Civic Center – 6 p.m.

NCACC Annual Conference – August 24-26, 2023 – Wake County

Board of Commissioners Regular Meeting – September 11, 2023 – Civic Center – 6 p.m.

Board of Commissioners Regular Meeting – October 2, 2023 – McSwain Center – 6 p.m.

Board of Commissioners Regular Meeting – October 16, 2023 – Civic Center – 6 p.m.



***North Carolina Alliance of Public Health Agencies (NCAPHA)  
Staffing Agreement***

North Carolina Alliance of Public Health Agencies, Inc., entered into effective as of July 1, 2023, with its principal office located at 222 North Person Street, Suite 208, Raleigh, North Carolina 27601 (“Agency”), and Lee County Health Department, with its principal office located at 106 Hillcrest Drive, Sanford, North Carolina 27330 (“Client”) agree to the terms and conditions set forth in this Staffing Agreement (the “Agreement”).

**1. Agency Duties and Responsibilities**

Agency will:

- a. Recruit, screen, interview, hire, and assign its employees (“Assigned Employees”) to perform tasks in accordance with Client’s specifications as described to Agency in writing for staffing under Client’s supervision and will be the common law employer of Assigned Employees;
- b. Pay each Assigned Employee’s wages and provide them with the benefits that Agency offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers’ compensation benefits; and handle unemployment and workers’ compensation claims involving Assigned Employees;
- d. Require Assigned Employees to sign agreements (in the form of Exhibit A) acknowledging that they are not entitled to holidays, vacations, paid time off, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by Client;
- e. Comply with applicable federal, state and local labor and employment laws, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code (“Code”); the Employee Retirement Income Security Act (“ERISA”); the Health Insurance Portability and Accountability Act (“HIPAA”); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act (“COBRA”); the Uniformed Services Employment and Reemployment Rights Act of 1994.
- f. In compliance with Section 420.302(b) of the Medicare regulations, until the expiration of four years after the furnishing of services provided under this Agreement, Agency will make available to the Secretary, U.S. Department of

Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services;

- g. Obtain and keep on file all documentation required by the U.S. Immigration and Naturalization Service to prove legal status to work and reside in the United States;
- h. At Client's request, provide certificates evidencing general liability and professional liability insurance coverage.

## **1.2 Right to Control**

In addition to Agency's duties and responsibilities set forth in paragraph 1, Agency, as the common law employer, has the right to review and address, unilaterally or in coordination with Client, Assigned Employee work performance issues and to enforce Agency's employment policies relating to Assigned Employee conduct at the worksite. The work assignment of Assigned Employee will be terminated by Agency upon receipt of Client's written request given to Agency at least fifteen (15) days in advance; provided, however, that Client may immediately terminate an Assigned Employee's work assignment for cause. If Assigned Employee's work assignment is terminated for cause, Client shall provide Agency with a written statement specifying the cause in reasonable detail promptly following such termination.

## **2. Client Duties and Responsibilities**

Client will:

- a. Properly supervise Assigned Employee's work performance and be responsible for Client's business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, and systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Agency's express prior written approval or as strictly required by the job description provided to Agency;
- c. Provide Assigned Employee with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which Assigned Employee may be exposed at the work site;
- d. Not change Assigned Employee's job duties without Agency's express prior written approval;
- e. Exclude Assigned Employees from Client's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation

or benefits;

- f. Reimburse Agency for advertising conducted with respect to recruiting specific personnel, when advertising is done at the request of Client;
- g. Comply with OSHA Bloodborne Pathogen Exposure Control regulations found under OSHA Standard 29 C.F.R.e.1910. Client certifies that it has developed and follows an Exposure Control Plan in conformance with those regulations. At the time of initial assignment to tasks where occupational exposure may occur, Client will provide Assigned Employee with training in compliance with OSHA Standard 29 C.F.R.e.1910. Client agrees to provide post exposure evaluation and follow-up pursuant to OSHA Standard 29 C.F.R.e.1910, if an exposure incident occurs to any Assigned Employee and to provide copies of all records of post-exposure care to Agency. Client agrees to orient Assigned Employee to Client's policies, procedures, operations and OSHA/Infection Control procedures, and inform the Agency of training dates and any changes in the Client's policies and procedures;
- h. Designate a representative to report to Agency all time worked by each Assigned Employee on a mutually agreed schedule;
- i. Be responsible for compliance with all relevant safety and health laws and regulations during the period of the Assigned Employee's assignment under Client's supervision, including but not limited to JCAHO regulations relating to orientation and evaluation and HIPAA regulations.

### **Payment Terms, Bill Rates, and Fees**

- 3. Client will pay Agency for its performance as set forth on Exhibit B and will also pay any additional costs or fees set forth in this Agreement. Agency will invoice Client for services provided under this Agreement on a semi-monthly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. Information appearing on the invoice shall be deemed accurate and affirmed by Client unless Client notifies Agency in writing within five business days of date of the invoice, specifying the particular error(s), omission(s), or objection(s). Failure to notify Agency within that time shall constitute a waiver of any objection thereto. Agency may impose a finance charge of one and one-half (1 ½) percent per month to all outstanding amounts unpaid by for thirty (30) days or more after date of the invoice. In the event that any action is brought to enforce or interpret this Agreement, the prevailing party shall recover its costs and reasonable attorneys' fees in bringing such action. If a portion of any invoice is disputed, Client will pay the undisputed portion.
- 4. In addition to the rates specified in Exhibit B of this Agreement, Client will pay Agency the amount of all new or increased labor costs associated with Client's Assigned

Employees that Agency is legally required to pay-such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels-until the parties agree on new rates.

### **Confidential Information**

5. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of Client's confidential information will be imputed to Agency as a result of Assigned Employees' access to such information.

### **Cooperation**

6. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

### **Indemnification and Limitation of Liability**

7. To the extent permitted by law, Agency will defend, indemnify, and hold Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Agency 's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of Agency or Agency 's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
8. To the extent permitted by law, Client will defend, indemnify, and hold Agency and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of Client or Client's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
9. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
10. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within five business days after it receives notice of any claim, loss,



liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

### **Term of Agreement**

11. The term of this Agreement will be for an entire fiscal year, which runs from July 1 through June 30, for the year of the effective date of this Agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the Agreement upon written notice.

### **Miscellaneous**

12. While Agency follows the guidelines described in Exhibit C and will give each Assigned Employee safety and standards online training relating to safety, universal precautions, occupational exposure to bloodborne pathogens, other safety issues and HIPAA regulations, Client will provide each Assigned Employee with all necessary site-specific training, orientation and evaluations that may be required by federal, state or local occupational safety laws or rules, including JCAHO and HIPAA, for members of Client's workforce. Further, Client will only assign Assigned Employee to work in the clinical specialty areas in which they are professionally qualified and oriented to work. In the event of any actual or threatened claim arising out of or relating to the acts of omissions of the Assigned Employee, Client shall provide Agency written notice of such claim promptly and, in no event, later than 30 days after Client knew, or reasonably should have known of such claim
13. The parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws. Client agrees that it will promptly investigate allegations of discrimination, harassment, and retaliation. Client further agrees that it will report to Agency any suspected discrimination, harassment and/or retaliation either by or against Assigned Employee immediately.
14. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
15. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
16. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

17. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
18. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
19. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
20. Client will not transfer or assign this Agreement without Agency's written consent.
21. All notices, demands, requests or other instruments which may be or are required to be given hereunder shall be in writing and sent to the addresses set forth below, by hand delivery, certified mail – return receipt requested, or via overnight courier, postage prepaid.

AGENCY: NC Alliance of Public Health Agencies, Inc.  
222 N. Person Street, Ste. 208  
Raleigh, NC 27601

CLIENT: Lee County Health Department  
106 Hillcrest Dr.  
Sanford, NC 27330

The addresses provided herein are conclusively deemed to be valid, and notice given in compliance with this paragraph shall be conclusively presumed to be proper and adequate, unless a written change of address is provided to all Parties.

22. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, without reference to any conflicts of law principles thereof.

*[Signatures on next page]*

Authorized representatives of the parties have executed this Staffing Agreement below to express the parties' agreement to its terms.

Lee County ~~Health Department~~

North Carolina Alliance of Public Health Agencies, Inc.

Kirk D. Smith  
Signature

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

KIRK D. SMITH  
Printed Name

\_\_\_\_\_  
Printed Name

CHAIRMAN  
Title

\_\_\_\_\_  
Title

25 JULY 2023  
Date

\_\_\_\_\_  
Date

THIS Agreement has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

Lee County Finance Director:

Candace Iceman

Candace Iceman  
Printed Name

Finance Director  
Title

7/26/23  
Date

**EXHIBIT A  
BENEFITS WAIVER FOR ASSIGNED EMPLOYEES**

**AGREEMENT AND WAIVER**

In consideration of my assignment to Client by NCAPHA, I agree that I am solely an employee of NCAPHA for benefits plan purposes and that I am eligible only for such benefits as NCAPHA may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by Client, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to Client by NCAPHA and regardless of whether I am held to be a common-law employee of Client for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, nor or in the future, to such benefits and agree not to make any claim for such benefits.

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT B COMPENSATION

- A. SCHEDULE OF RATES. Hourly rates are as set forth below or as otherwise determined by Agency and Client in writing plus a 33% administrative fee. For Salaried Assigned Employee whose annual salary, excluding the administrative fee, is less than \$100,000, and works a fixed schedule and receives the same salary each pay period, an administrative fee of 24% will apply after 90 days of employment. For Salaried Assigned Employee whose annual salary, excluding the administrative fee, total more than \$100,000, an administrative fee of 19% will apply. Travel and work-related expenses will be based on the approved county travel reimbursement rate. Environmental Health professionals will be compensated for travel, meals and lodging at the approved county travel reimbursement rate. Travel and work-related expenses are exempt from the administrative fee.
- B. OVERTIME. This Paragraph is only applicable to Assigned Employee who are eligible to receive overtime compensation pursuant to applicable law. Agency will charge Client special rates for premium work time only when an Assigned Employee's work on assignment to Client, viewed by itself, would legally require premium pay and Client has authorized, directed, or allowed the Assigned Employee to work such premium work time. Client's special billing rate for premium hours will be the same multiple of the regular billing rate as Agency is required to apply to the Assigned Employee's regular pay rate. Client will be billed one and one-half (1.5) times the rate set by the Client for time worked by Assigned Employee for all hours worked more than forty (40) hours per week and in accordance with state and federal wage and hours laws. If, during the terms of this Agreement or at any time, any applicable law requires Agency to pay overtime to its Assigned Employee based on any standard other than 40 hours per week, Agency shall bill the overtime rate pursuant to the applicable law. Agency may comply with Client's policies regarding overtime when they follow state and/or federal wage and hours laws and are communicated at the time of the contract or communicated to Agency at least ninety (90) days prior to the effective date of such changes.
- C. EXPENSES. Travel and other expenses incurred by an Assigned Employee in providing services to Client under this Agreement may be included on the Assigned Employee's applicable time sheet and reimbursed to the Assigned Employee through the Assigned Employee's paycheck from, Agent at Client's expense.
- D. ACA COMPLIANCE. Agency shall comply with all provisions of the Patient Protection and Affordable Care Act ("ACA") applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations applicable to Assigned Employee, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions

under Code §6055 and §6056 and related regulations. If the Assigned Employee does not report to work for illness or some other reason outside of Client's control, Client will not be billed for these hours except in the case of salaried Assigned Employee, with leave concession addressed at time of hire.

**EXHIBIT C  
REQUIREMENT GUIDELINES**

<b><u>REQUIRED:</u></b>	Schedule	Interpretation
Hepatitis B	2 doses, 4 weeks apart; 3 <sup>rd</sup> dose, 5 months after 2 <sup>nd</sup> ; booster not necessary	Agency's policy follows CDC recommendations. Documentation of 3 doses of Hepatitis B vaccination (at appropriate intervals), serologic proof of immunity or declination of the series of vaccines signed by the healthcare worker.
MMR (Measles, Mumps, Rubella)	2 doses, 4 weeks apart	Agency's policy follows CDC recommendations for healthcare personnel (HCP) born in 1957 or later without serologic evidence of immunity or prior vaccination give 2 doses of MMR, 4 weeks apart. For HCP born prior to 1957, is considered acceptable evidence of measles, mumps and rubella immunity, however Agency follows CDC recommendation that a HCP get a titer but it is not required (unless a work site requirement.)
Varicella (chicken pox)	2 doses, 4 weeks apart	Agency follows CDC recommendation all HCP who have no serologic proof of immunity, prior vaccination, or history of varicella disease, give 2 doses of varicella vaccine, 4 weeks apart; all HCP be immune to varicella with proof of Titer.
<b><u>HIGHLY RECOMMENDED:</u></b>	<i>[Not Required]</i>	<b><u>Employee must obtain if required by their work site.</u></b>
COVID	Fully Vaccinated following CDC guidelines.	To be considered fully vaccinated, employee must have received two (2) doses of either the Moderna COVID-19 vaccine or the Pfizer COVID-19 vaccine; or have received one (1) does of the Johnson & Johnson COVID-19 vaccine; or all actual dosages of a COVID-19 vaccine authorized by the FDA for a clinical trial.
Influenza		
Tetanus, diphtheria, pertussis	Td booster every 10 years after one Tdap	Agency follows CDC recommendation all HCP get a Td booster does every 10 years, following the completion of the primary 3-dose series. Also, All HCP younger than 65 get a 1-time does of Tdap, if they have direct patient contact.
Tuberculosis Skin Test Screening	Upon Hire –Two step TST; Annual TB skin test for settings classified as medium risk for HCWs who have the potential for exposure to M.	Agency's policy for Tuberculosis screening follows CDC recommendations.

	Tuberculosis through air space shared with persons with TB disease	
State license, registration or certification (when required)	Per state board of nursing or other licensing agency	Agency contacts the State Board or other licensing agency prior to the Assigned Employee's start date to confirm that the license, registration or certification is active and in good standing. Agency will not knowingly employ a professional that has an action against their license.
BCLS (CPR)	Current Card	Agency accepts current BCLS certification from either AHA, Red Cross, or hospital issued cards as long as they are the standard requirements for Assigned Employee.
Criminal Background Check	Performed upon hire	Agency's policy is to conduct Criminal Background Checks upon hire on all Assigned Employee unless otherwise instructed by client. If there is a gap in employment or the Assigned Employee leaves the company for more than 6 months, a criminal background check will need to be updated prior to the start of the next assignment.
OIG Sanctions Check	Upon application	Agency has a check procedure in place. Each applicant is checked against the OIG database upon application.
I-9	Upon hire and if documents expire	Agency collects a completed I-9 and the appropriate INS required documentation on every Assigned Employee member prior to their start date.
<i>AGENCY participates in E-Verify (As required by law.)</i>	Upon hire	Agency will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization. IMPORTANT: If the Government cannot confirm that a new hire is authorized to work, this employer is required to give new hires written instructions and an opportunity to contact DHS and/or the SSA before taking adverse action against you, including terminating their employment. Agency will not use E-Verify to pre-screen job applicants and may not limit or influence the choice of documents new hires present for use on the Form I-9. To determine whether Form I-9 documentation is valid, Agency uses E-Verify's photo matching tool to match the photograph appearing on some permanent resident cards, employment authorization cards, and U.S. passports with the official U.S. government photograph. E-Verify also checks data from driver's licenses and identification cards issued by some states.

**NORTH CAROLINA, LEE COUNTY**

Presented for registration on this 12<sup>th</sup> day  
of Sept. 20, 23 at 4:00 AM PM  
recorded in Book 310 Page 1  
Pamela G. Britt, Register of Deeds